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9	UNITED STATES DISTRICT COURT WESTERN DISTRICT OF WASHINGTON AT SEATTLE	
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11	LETICIA LUCERO, NO.	2:13-cv-00602
12		
13	Plaintiff, EXF	HIBITS LIST
14	CENI AD ECD and DAVVIEW LOAN	
15	SERVICING, LLC, et al.,	
16		
17		
18	Exhibit 1 Notice of Default	
19		. 10 . 1 . 12 2012
20		ated October 12, 2012
21	Exhibit 3, Beneficiary Declaration da	ted October 5, 2012
22 23	Exhibit 4 Dog 0.4 mage 2 Danaficia	ary Declaration
24		
25	Exmort 3, composite of documents s.	igned and notarized by
26	Dobron and Harris	
27		locuments signed by Jennifer
28		Ç ,
29	Douloll	
30	Exhibit 7 Appointment of Successor	r Trustee
31	Exhibit 8, Assignment of Deed of Tru	ıst
32		BARRAZA LAW, PLLC 14249-F Ambaum Blvd. SW Burien, WA 98166 206-933-7861 Fax 206-933-7863

## Case 2:13-cv-00602-RSL Document 32-1 Filed 10/30/13 Page 2 of 143

1	Exhibit 9, Assignment and Appointment in Connie Korth
2	Exhibit 10, February 7, 2013 letter from Bayview
3 4	Exhibit 11, Cease and Desist Letter
5	Exhibit 12, HAMP modification agreement
6	Exhibit 13, Letter of Denial of Credit
7	
8	Exhibit 14, Qualified Written Request
9	Exhibit 15, Deed of Trust and Note
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EXHIBITS LIST - 2

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BARRAZA LAW, PLLC 14249-F Ambaum Blvd. SW Burien, WA 98166 206-933-7861 Fax 206-933-7863

# **EXHIBIT 1**

Lucero v. Cenlar FSB, et al.

2:13-cv-00602-RSL

Notice of Default

### Notice of Default

To:

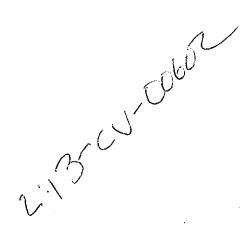
Richard A. Glidden 1003 159th Place Southeast Bellevue, WA 98008

Leticia Lucero 1003 159th Place Southeast Bellevue, WA 98008

Regarding the real property "Property" located at:

Property Address: 1003 159th Place Southeast Bellevue, WA 98008 Richard A. Glidden 3002 163nd Place Southeast Bellevue, WA 98008

Leticia Lucero 3002 163nd Place Southeast Bellevue, WA 98008



# THIS NOTICE IS ONE STEP IN A PROCESS THAT COULD RESULT IN YOUR LOSING YOUR HOME.

You may be eligible for mediation in front of a neutral third party to help save your home.

CONTACT A HOUSING COUNSELOR OR AN ATTORNEY LICENSED IN WASHINGTON NOW to assess your situation and refer you to mediation if you might benefit. Mediation MUST be requested between the time you receive the Notice of Default and no later than twenty days after the Notice of Trustee Sale is recorded.

DO NOT DELAY. If you do nothing, a notice of sale may be issued as soon as 30 days from the date of this notice of default. The notice of sale will provide a minimum of 120 days' notice of the date of the stual foreclosure sale.

BE CAREFUL of people who claim they can help you. There are many individuals and businesses that prey upon borrowers in distress.

REFER TO THE CONTACTS BELOW for sources of assistance.

#### SEEKING ASSISTANCE

Housing counselors and legal assistance may be available at little or no cost to you. If you would like assistance in determining your rights and opportunities to keep your house, you may contact the following:

The statewide foreclosure hotline for assistance and referral to housing counselors recommended by the Housing Finance Commission Telephone: Toll-free: 1-877-894-HOME (1-877-894-4663). Web site: http://www.dfi.wa.gov/consumers/homeownership/post purchase counselors foreclosure.htm

The United States Department of Housing and Urban Development Telephone: Toll-free: 1-800-569-4287. Web site:

http://www.hud.gov/offices/hsg/sfh/hcc/fc/index.cfm?webListAction=search&searchstate=WA&filterSvc=dfc

The statewide civil legal aid hotline for assistance and referrals to other housing counselors and attorneys Telephone: Toll-free: 1-800-606-4819. Web site: <a href="http://nwjustice.org/what-clear">http://nwjustice.org/what-clear</a>.

A) Property description:



- Lot(s) 1, Block 4, Lake Hills No. 1, according to the Plat thereof recorded in Volume 56 of Plats, Page(s) 86-88, Records of King County, Washington. Situate in the County of King, State of Washington.
- B) Deed of Trust information: KING County Auditor's File No.: 20060818001673; Recording Date: 08/18/06
- C) Declaration of payment default: The beneficiary declares you in default for failing to make payments as required by your note and deed of trust.
- D) Itemized account of the arrears:

Delinquent monthly payments beginning with the 06/01/11	\$41,137.04
installment.	•
Late charges:	\$1,805.55
Lender's Fees and Costs	(\$1,685.18)
Trustee's fees	\$542.50
Costs	
Title report (estimate)	\$890.00
Recording	\$0.00
Certified mail	\$28.00
Posting	\$70.00
Sale Costs	\$0.00
Total arrears and costs due today	\$42,787.91

E) Itemized account of all other specific charges, costs or fees that grantor or borrower is or may be obliged to pay to reinstate the deed of trust before the recording of the notice of sale.

Additional monthly payment	•	\$2,721.55
Additional late charge		\$120.37

F) Amount required to cure payment defaults before notice of sale recorded: \$45,629.83

In addition, grantor or borrower must timely cure all other defaults before the note and deed of trust are deemed reinstated.

Payments and late charges continue to accrue and additional advances may be made. <u>The sums stated above are estimates only.</u> Before attempting to reinstate the loan, call us at 425-586-1900 to learn the exact amounts of monetary defaults and actions required to cure possible other defaults.

- G) Effect of failure to cure: Failure to cure all alleged defaults within 30 days of mailing/personal service of this notice may lead to recordation, transmittal and publication of a notice of sale and the Property may be sold at public auction no less than 120 days from the date of this notice, or no less than 150 days in the future, if the borrower received a letter under RCW 61.24.031.
- H) Effect of recording, transmitting and publication of the notice of sale: The effect of the recordation, transmittal and publication of the notice of sale will be to (i) increase the costs and fees and (ii) publicize the default and advertise the Property for sale.
- I) Effect of sale of the Property: The Trustee's sale of the Property will deprive the borrower, grantor and any successor in interest of all their interest in the Property.
- J) Recourse to courts: The borrower, grantor, any guarantor or any successor in interest has recourse to the courts pursuant to RCW 61.24.130 to contest the default(s) on any proper ground.
- K) Contact Information for Note Owner and Loan Servicer.

### Case 2:13-cv-00602-RSL Document 32-1 Filed 10/30/13 Page 6 of 143

The owner of the note is Federal Home Loan Mortgage Corporation (Freddie Mac), whose address is:

Freddie Mac ,200 Jones Branch Drive Mclean, VA 22102-3110

The loan servicer for this loan is Cenlar FSB, whose address and telephone numbers are:

PO Box 77410 425 Phillips Boulevard Ewing, NJ 08618-1430 800-257-0460

- L) Notice pursuant to the Federal Fair Debt Collection Practices Act: IF YOU HAVE RECEIVED A DISCHARGE OF THE DEBT REFERENCED HEREIN IN A BANKRUPTCY PROCEEDING, THIS LETTER IS NOT AN ATTEMPT TO IMPOSE PERSONAL LIABILITY UPON YOU FOR PAYMENT OF THAT DEBT. IN THE EVENT YOU HAVE RECEIVED A BANKRUPTCY DISCHARGE, ANY ACTION TO ENFORCE THE DEBT WILL BE TAKEN AGAINST THE PROPERTY ONLY. If you are the consumer who originally contracted the debt or if you assumed the debt, then you are notified that:
  - 1. As of the date of this notice you owe \$399,017.39. Because of interest, late charges, and other charges that may vary from day to day, the amount due on the day you pay may be greater. Hence, if you pay the amount shown above, an adjustment may be necessary after we receive your check. For further information, write to the address provided in Section 6 below or call us at 425-586-1900.
  - 2. The creditor to whom the debt is owed Cenlar FSB.
  - 3. Unless within 30 days after receipt of this notice you dispute the debt or any portion of it, we will assume the debt to be valid. The Fair Debt Collection Practices Act does not require that we wait until 30 days from the date you receive this letter before initiating foreclosure proceedings.
  - 4. If you notify us within 30 days after receipt of this notice that you dispute the debt or any part of it, we will request that the creditor obtain verification of the debt and mail it to you.
  - 5. If you request within 30 days after receipt of this notice, we will request that the creditor provide you with the name and address of the original creditor, if different from the current creditor.
  - 6. Written requests should be addressed to Northwest Trustee Services, Inc., Post Office Box 997, Bellevue, WA 98009-0997.

Dated: August 27, 2012

Cenlar FSB
By Northwest Trustee Services, Inc., its duly authorized agent

This is an attempt to collect a debt and any information obtained will be used for that purpose.

NORTHWEST TRUSTEE SERVICES, INC. P.O. BOX 997
BELLEYUE, WA 98009-0997

File No: 7367.21314

Borrower: Glidden, Richard and Lucero, Leticia

Client: Cenlar FSB

VONNIE MCELLIGOTT 425-586-1900 FAX 425-586-1997





August 14, 2012

Richard A Glidden Leticia Lucero 1003 159th Pl SE Bellevue WA 98008 0000

RE: Loan number: 0029259710
Property Address: 1003 159th P1 Se
Bellevue WA 98008

### FORECLOSURE LOSS MITICATION FORM

Please select applicable option(s) below.

The undersigned beneficiary or authorized agent for the beneficiary hereby represents and declares under the penalty of perjury that (check the applicable box and fill in any blanks so that the trustee can insert, on the beneficiary's behalf, the applicable declaration in the notice of default required under chapter 61.24 RCW):

- The beneficiary or beneficiary's actionized agent has contacted the borrower under, and has complied with, RCW 61.24.031 (contact provision to "assess the borrower's linearcial ability to pay the debt secured by the deed of trust and explore options for the borrower to avoid foreclosure") and the borrower did not request a meeting.
- 2. \_\_\_ The beneficiary or beneficiary's authorized agent has contacted the borrower as required under RCW 61.24.031 and the borrower or the borrower's designated representative requested a meeting. A meeting was held in compliance with RCW 61.24.031.
- 3. \_\_\_ The beneficiary or beneficiary's attorized agent has exercised due diligence to contact the borrower as required in RCW 61.24.031(5).
- The borrower has surrendered the secured property as evidenced by either a letter confirming the surrender or by delivery of the keys to the secured property to the teneficiary, the beneficiary's authorized agent or to the trustee

Dated:

Ву:

Its:

XC178 019 SWW FG

## Case 2:13-cv-00602-RSL Document 32-1 Filed 10/30/13 Page 8 of 143

Northwest Trustee Services, Inc. PO Box 997 Bellevue WA, 98009- 09



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## **EXHIBIT 2**

Lucero v. Cenlar FSB, et al.

2:13-cv-00602-RSL

Letter by Dotty Mitchell dated October 12, 2012

### Case 2:13-cv-00602-RSL Document 32-1 Filed 10/30/13 Page 10 of 143



Dotty Mitchell Mediation Paralegal

phone - 425-427-7284 fax - 425-623-1939 dmitchell@rcolegal.com

13555 SE 36<sup>th</sup> St., Ste. 300 Bellevue, WA 98006

phone - 425.458.2121 fax - 425.458.2131 www.rcolegal.com

RECEIVED BARRAZA LAW, PLLC

October 12, 2012

OCT 15 2017

### **VIA OVERNIGHT MAIL AND EMAIL:**

akidde@bellevuewa.gov Andrew Kidde Bellevue Neighborhood Mediation Program 450 110<sup>th</sup> Ave. NE Bellevue, WA 98009

omar@barrazalaw.com

Vincente Barraza Barraza Law, PLLC 1818 Westlake Ave. NE #308 Seattle, WA 98109

Re: Property Address: 1003 159th Place Southeast, Bellevue, WA 98008

Borrower(s) Name(s): Lucero, Leticia

Loan No.: 0029259710 RCO File No.: 7367.80030

Dear Ms. Morse and Mr. Barraza,

This law firm represents Cenlar FSB, the beneficiary or its servicer of the deed of trust secured by the above-described property.

In preparation for the mediation scheduled on November 9, 2012, at 9:00 a.m., I have enclosed the beneficiary disclosures in compliance with RCW §61.24.

If you have any questions or concerns, please do not hesitate to contact me or attorney John McIntosh at 425-247-2092 or <a href="mailto:jmcintosh@rcolegal.com">jmcintosh@rcolegal.com</a>.

Sincerely,

ROUTH CRABTREE OLSEN, P.S.

Dotty Mitchell, Mediation Paralegal

encl: Beneficiary Disclosure(s)

# **EXHIBIT 3**

Lucero v. Cenlar FSB, et al.

2:13-cv-00602-RSL

Beneficiary Declaration dated October 5, 2012

### BENEFICIARY DECLARATION (NOTE HOLDER) (Executed by Officer of Beneficiary)

Loan No. 0029259710

Property Address: 1003 159th Place Southeast, Bellevue, WA 98008

The undersigned, under penalty of perjury declares as follows:

Cenlar FSB is the holder of the promissory note or other obligation evidencing the above-

referenced loan.
The trustee may rely upon the truth and accuracy of the averments made in this declaration.
Dated this 5 day of Oct, 2d din Ewing, MJ.
Cenlar FSB, beneficiary  By Jennifer Debron Its Assistant Secretary
OR
BENEFICIARY DECLARATION (NOTE HOLDER) (Attorney in Fact for Beneficiary)
Loan No. 0029259710
The undersigned, under penalty of perjury declares as follows:
Cenlar FSB is the holder of the promissory note or other obligation evidencing the above-referenced loan.
The trustee may rely upon the truth and accuracy of the averments made in this declaration.
Dated this day of, 20 in,
Cenlar FSB, beneficiary, its Attorney in Fact
By Its
NWTS #:7367.21314 Matter name: Glidden, Richard and Lucero, Leticia

# **EXHIBIT 4**

Lucero v. Cenlar FSB, et al.

2:13-cv-00602-RSL

Doc. 9-4, page 2, Beneficiary Declaration

# BENEFICIARY DECLARATION (NOTE HOLDER) (Executed by Officer of Beneficiary)

Loan No. 9710 Property Address: 1003 159th Place Southeast, Bellevue, WA 98008
The undersigned, under penalty of perjury declares as follows:
Centar FSB is the holder of the promissory note or other obligation evidencing the above-referenced loan.
The trustee may rely upon the truth and accuracy of the avenments made in this declaration.
Dated this 10 day of 0 CA 20 Din Ewing, P.
Cenlar FSB, beneficiary  Owner of the Company  By Jennifer Debron  Its Assistant Secretary
OR
BENEFICIARY DECLARATION (NOTE HOLDER) (Attorney in Fact for Beneficiary)
Loan No. 200710
The undersigned, under penalty of perjury declares as follows:
Cenlar FSB is the holder of the promissory note or other obligation evidencing the above referenced loan.
The trustee may rely upon the truth and accuracy of the averments made in this declaration.
Dated this day of, 20 in
Centar FSB, beneficiary its Attorney in Fact
Bylts

NWTS #:7367.21314 Matter name: Glidden, Richard and Lucero, Leticia

## **EXHIBIT 5**

Lucero v. Cenlar FSB, et al.

2:13-cv-00602-RSL

Composite of documents signed and notarized by Dobron and Harris

**ELECTRONICALLY RECORDED** 201212050769

12/05/2012 01:09 PM

SNOHOMISH COUNTY, WASHINGTON

After Recording Return to: Vonnie McElligott Northwest Trustee Services, Inc. P.O. Box 997 Bellevue, WA 98009-0997

### Appointment of Successor Trustee

File No. 7367.21390

Anne Untermeyer is/are the grantor(s), First American Title Ins Co is the trustee and Mortgage Electronic Registration Systems, Inc., solely as nominee for Taylor, Bean & Whitaker Mortgage Corp., its successors and assigns is the beneficiary under that certain deed of trust dated 03/06/09 and recorded on 03/27/09 under SNOHOMISH County. Washington Auditor File No. 200903270455.

The present beneficiary under said deed of trust appoints Northwest Trustee Services, Inc., a Washington corporation, whose address is P.O. Box 997, Bellevue, WA 98009-0997, as successor trustee under the deed of trust with all powers of the original trustee.

STATE OF

COUNTY OF MERCE

Jennifer Dobron

is the person who appeared before me, and I certify that I know or have satisfactory evidence that said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the ASSISTANT Secretary of Center FSB to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Notary Public in and (of the

Residing at Ewil hay appointment expires

Northwest Trustee Services, In P.O. Box 997
Bellevue, WA 98009-00-425-586-1900 1009-0997 NEW JER FAX 425-586-1997 MINIMININ

Client: Cenlar FSB

NANCY K. MORRIS. Borrower: Untermeyer, Anne HOTARY PUBLIC OF NEW JERSEY

My Commission Expires Jarruary 22

NOTARY PUBLIC in and for the State of

Residing at Ewins

My commission expires 17313

NOTARY PUBLIC OF NEW JERSEY My Commission Expires January 22, 2013

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14.00

SNOHOMISH COUNTY, WASHINGTON

After Recording Return to: Vonnic McElligott Northwest Trustee Services, Inc. P.O. Box 997 Bellevue, WA 98009-0997

### Appointment of Successor Trustee

File No. 7367.21301

Alan C. Anderson, an unmarried man is/are the grantor(s), Fidelity National Title Company of Washington is the trustee and Mortgage Electronic Registration Systems, Inc. solely as nominee for Taylor, Bean & Whitaker Mortgage Corp., its successors and assigns is the beheficiary under that certain deed of trust dated 08/13/07 and recorded on 08/20/07 under SNOHOMISH County, Washington Auditorts File No. 200708200704.

The present beneficiary under said deed of trust appoints Northwest Trustee Services, Inc., a Washington corporation, whose address is P.O. Box 997; Bellevue, WA 98009-0997, as successor trustee under the deed of trust with all powers of the original trustee.

> 10/19/12 älätant Secretary

STATE OF COUNTY OF

Jennifer Dobror

is the person who appeared I certify that I know or have satisfactory evidence that before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the Assistant Secretary for the control of th

to be the free and voluntary act of such party for the uses and purposes

mentioned in the instrument.

Notary Public in and for the State

Residing at

My appointment expires

Northwest Trustee Servi

P.O. Box 997

BELLEVUE, WA 98009-0994//

425-586-1900

Cenlar FSB Borrower: Anderson, Alan C.

> HANCY K, MÔRPIS MOTARY PUBLIC OF NEW JEADEY My Commission Expires January 22, 2018

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SNOHOMISH COUNTY, WASHINGTON

After Recording Return to: Vonnie McElligott Northwest Trustee Services, Inc. P.O. Box 997 Bellevie, WA 98009-0997

## Appointment of Successor Trustee

File No. 7367.21221

Joeseph Solean, a single man is/are the grantor(s), Transnation is the trustee and Mortgage Electronic Registration Systems, Inc. solely as nominee for Taylor, Bean & Whitaker Mortgage Corp., its successors and assigns is the beneficiary under that certain deed of trust dated 08/08/07, and recorded on 08/14/07 under SNOHOMISH County, Washington Auditoris File No. 200708140524 and Recorded as Inst. No. 20070815000594 in King County.

The present beneficiary under said deed of trust appoints Northwest Trustee Services, Inc., a Washington corporation, whose address is P.O. Box 997; Belleyue, WA 98009-0997, as successor trustee under the deed of trust with all powers of the original trustee.

Cenlar FSB

Jennifer Dobron Assistant Secretary

STATE OF \ COUNTY OF MP(C)

I certify that I know or have satisfactory evidence that Jennifer Dobron is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the Assistant Secretary of Centar FSB to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Notary Public in and for the State

Residing at Eu N

My appointment expires

NORTHWEST TRUSTEE SERVICES, INCUT
P.O. BOX 997
SELLEVUE, WA 98009-0997
25-586-1900 FAX

Client: Cenlar FSB Borrower: Soleau, Joeseph

> NANCY K. MORPIS NOTARY PUBLIC OF NEW JEASEY My Commission Expires January 22: 2013

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042	For Value Received, the undersigned as Beneficiary,	hereby grants, conveys, assigns and transfers to Cenlar FSB,
Ñ		08618 all beneficial interest under that certain deed of trust,
	dated 03/06/09, executed by Anne Untermeyer, Grant 03/27/09, under Auditor File No. 200903270455, R	tors, to First American Title Ins Co, Trustee, and recorded on
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	I certify that I know or have satisfactory evidence that	Jennifer Dobron is the person who appeared signed this instrument, on oath stated that (he/she) was
	authorized to execute the instrument and acknowledge	ed it as the <u>Assistant Scientary</u> of Mortgage
	Electronic Registration Systems, Inc. solely as nomin	nee for Taylor, Bean & Whitaker Mortgage Corp., its successors
•	and assigns to be the free and voluntary act of such pa	arty for the uses and purposes mentioned in the instrument.
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	AOTARY ***  ***  ***  ***  ***  ***  ***  **	Arren -

After Recording Mail to:
Northwest Trustee Services, Inc.
Vonnie McElligott
P.O. Box 997
Bellevue, WA 98009-0997



COURTTRAX CORP AS PAGE-001 OF 003 12/13/2012 14:03 KING COUNTY: WA

Document Title(s): (or transactions contained therein)
1. Appointment of Successor Trustee / / /
2.
3.
Reference Number(s) of Documents assigned or released:
200708140524 and Recorded as Inst. No. 20070815000594 in King County
Additional numbers on page_ of document /
and the second of the second o
Grantor(s): (Last name first, then first and initials)
1. Soleau, Joeseph
2. Cenlar FSB
3. / / / / /
4. / / / / / / / / / / / / / / / / / / /
5. Additional names on page of document
Grantee(s): (Last name first, then first and initials)
1. Transnation
2. Northwest Trustee Services, Inc.
3.
4.
5. Additional name on page of document
o. Additional name on page of document
Abbreviated Legal Description as follows: (i.e. lot block/plat or section/township/gange/quarter/quarter)
UNIT A-404 IN BLDG A OF CAMBRIA HILLS CONDO
Complete legal description is on pageof document
Assessor's Property Tax Parcel/Account Number(s):
01049400140400

After Recording Return to: Yonnie McElligott Nonhwest Trustee Services, Inc. P.O. Box 997 Bellevue, WA 98009-0997

### Appointment of Successor Trustee

File No. 7367.21221

Joeseph Soleau, a single man is/are the grantor(s), Transnation is the trustee and Mortgage Electronic Registration Systems, Inc. solely as nominee for Taylor, Bean & Whitaker Mortgage Corp., its successors and assigns is the beneficiary under that certain deed of trust dated 08/08/07 and recorded on 08/14/07 under SNOHOMISH County, Washington Auditoris File No. 200708140524 and Recorded as Inst. No. 20070815000594 in King County.

The present beneficiary under said deed of trust appoints Northwest Trustee Services, Inc., a Washington corporation, whose address is P.O. Box 997, Bellevue, WA 98009-0997, as successor trustee under the deed of trust with all powers of the original trustee.

> Centar FSB Jennifer Dobron Assistant Secretary

STATE OF COUNTY OF

I certify that I know or have satisfactory evidence that Jennifer Dobron is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the Assistant Scoretary of Centar FSB to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument

Notary Public in and for the State

NORTHWEST TRUST

P.O. Box 997

Bellevue, WA 98009-099411, VER94

AS \$26-1900 FAX 425-5844194 JER94

Notary Public III.

Residing at Exp. Notary Public III.

Residing at Exp. Notary Public III.

Notary Public III.

Residing at Exp. Notary Public III.

Notary Public I Borrower; Soleau, Joeseph

> NANCY K MORRIB NOTARY PUBLIC OF NEW JERSEY My Commission Expires January 22, 2013

ELECTRONICALLY RECORDED 201212070599 12/07/2012 01:29 PM 14.00 SNOHOMISH COUNTY, WASHINGTON

After Recording Return to: Vonnie McElligott Northwest Trustee Services, Inc. P.O. Box 997 Bellevue, WA 98009-0997

### Appointment of Successor Trustee

File No. 7367.21431

Jesus Avilez is/are the grantor(s), Commonwealth Land Title is the trustee and Mortgage Electronic Registration Systems, Inc. solely as nominice for Taylor, Bean & Whitaker Mortgage Corp., its successors and assigns is the beneficiary under that certain deed of trust dated 08/07/08 and recorded on 08/12/08 under SNOHOMISH County, Washington Auditor File No. 200808120358.

The present beneficiary under said deed of trust appoints Northwest Trustee Services, Inc., a Washington corporation, whose address is P.O. Box 997, Bellevue, WA 98009-0997, as successor trustee under the deed of trust with all powers of the original trustee.

ennifer Dobron Assistant Secretary

STATE OF COUNTY OF

is the person who appeared I certify that I know or have satisfactory evidence that before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the Assistant Secretary of Centar FSB to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Notary Public in and for the State of

Residing at\_

My appointment expires

NORTHWEST TRUSTE

P.O. Box 997

BELLEVUE, WA 98009

425-586-1900

Client: Cenlar FSB Borrower: Avilez, Jesus

MOTARY PUBLIC OF NEW JEAN

11/2/112

My Commission Express January

201212070599

After Recording Return to:
Northwest Trustee Services, Inc.
Attention: Winston Khan
P.O. Box 997
Bellevae, WA 98009-0997



7367.21457/Cook Jr, Donald F. and Cook, Heather C.

MIN# 100604500340412516

MERS Phone: 1-888-679-6377

Assignment of Deed of Trust

7.401775 1

415

For Value Received, the undersigned as Beneficiary, hereby grants, conveys, assigns and transfers to Boeing Employees' Credit Union, whose address is c/o Cenlar FSB 425 Phillips Blvd Ewing, NJ 08168, all beneficial interest under that certain deed of trust, dated 03/02/11, executed by Donald F. Cook Jr. who acquired title as Donald F. Cook and Heather C. Cook, husband and wife, Grantors, to Stewart Title- Everett, Trustee, and recorded on 03/11/11, under Auditor's File No. 2011/03110140, Records of SNOHOMISH County. Washington.

Dated

Mortgage Electronic Registration Systems, Inc. solely as

nominee for Boeing Employees' Credit Union

tle: \_\_\_fennifer [ ]

ssistant Secretary

STATE OF NEW (ERSEY	)
COUNTY OF MERCER	) ss. )

Dated: 12 11 12

MINIMUM K. MORATON

NOTARY PUBLIC in and for the State of

Residing at EUINO
My commission expires

NANCY K. MORRIS NOTARY PUBLIC OF NEW JERSEY My Dommişeion Expires January 22, 2018 ase 2:13-cv-00602-RSL Document 32-1 Filed 10/30/13 Page 27 of 143

ELECTRONICALLY RECORDED

NANCY K. MORENS NOTARY PUBLIC OF NEW JERSEY My Commission Expires January 22 2010

Residing at

My commission expires

After Recording Return to: Centar FSB 425 Phillips Boulevard Ewing, NJ 08618



土170330

MIN# 100029500018851901 MERS Phone: 1-888-679-6377

## Assignment of Deed of Trust

For Value Received, the undersigned as Beneficiary, hereby grants, conveys, assigns and transfers to Cenlar FSB, whose address is 425 Phillips Boulevard, Ewing, NJ 08618 all beneficial interest under that certain deed of trust, dated 07/09/07, executed by Viet Tran and Thuy Trang Nguyen, husband and wife, Grantors, to Chicago Title, Trustee, and recorded on 07/16/07, under Auditor's File No. 20070716002017, Records of KING County, Washington.

Dated nominee for Taylor, Bean & Whitaker Mortgage Corp., its successors and assigns By: Title: নিssistant Secretary STATE OF ... COUNTY OF Jennifer Dobron is the person who appeared I certify that I know or have satisfactory evidence that before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the Assistant Secretary of Mortgage Electronic Registration Systems, Inc. solely as nominee for Taylor, Bean & Whitaker Mortgage Corp., its successors and assigns to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

PUBLIC's and for the State of

Residing at チルグルン

My commission expires

NANCY K. MORRIS NOTARY PUBLIC OF NEW JERBEY My Commission Expires January 22, 2013

After Recording Return to: Cenlar FSB :: 425 Phillips Boulevard Ewing, NJ 08618 7367.21314/Glidden, Richard and Lucero, MIN# 100029500013275411 #120298590 Assignment of Deed of Trust For Value Received, the undersigned as Beneficiary, hereby grants, conveys, assigns and transfers to Cenlar FSB, whose address is 425 Phillips Boulevard, Ewing, NJ 08618, all beneficial interest under that certain deed of trust, dated 08/16/06, executed by Richard A. Glidden and Leticia Lucero, husband and wife, Grantors, to Old Replublic Title, LTD, Trustee, and recorded on 08/18/06, under Auditor's File No. 20060818001673, Records of KING County, Washington. Dated Mortgage Electronic Re nominee for Taylor, Bean & Whitaker Mortgage Corp., its successors and assigns Ву: Title: Jennifer Doctor Assistant Secretary STATE OF COUNTY OF Jennifer Dobron I certify that I know or have satisfactory evidence that is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the Assistant Secretary of to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument. in and for the State Residing at My commission expires NANCY K. MORRES NOTARY PUBLIC OF NEW JERSEY

My Commission Expires January 22, 2013

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	7367.21431/Avilez; Jesus	MIN# 100029500027970189	
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350	Ass .	ignment of Deed of Trust	
207	and the second s		
201212070598	For Value Received, the undersigned as Ben-	eficiary, hereby grants, conveys, assigns and transfers to Ce	nlar FSB,
5	dated 08/07/08 executed by Jesus Aviler G	ing, NJ 08618, all beneficial interest under that certain dee tantors, to Commonwealth Land Title, Trustee, and recorder	d of trust,
(4	08/12/08, under Auditor's File No. 2008081:	20358, Records of SNOHOMISH County, Washington.	a on
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	**	By: 1 mmoll ()	run
	~	Title: Cannifer Debron	
	STATE OFN	Assistant Secretary	
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	COUNTY OF 17/VACL	)	
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	I certify that I know or have satisfact	oru auidence thài i 🦿 🗀 🗀 🗀	son who
	appeared before me, and said person acknowl	edged that (he/she) signed this instrument, on oath stated the acknowledged it as the ASSISTANT Secretary of M	at (he/she)
	was authorized to execute the instrument and	s nominee for Taylor, Bean & Whitaker Mortgage Corp., its	ortgage
	and assigns to be the free and voluntary act of	such party for the uses and purposes mentioned in the instr	successors ament
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	* = × =	NAMCY K, MORRIS NOTARY PUBLIC OF NEW JERSEY	****
	PUBLIC / E	My Commission Expires January 22, 2013	$\langle \rangle \rangle$
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	OTARY AUBLIC ***	***	400 mg 200 mg

Case 2:13-cv-00602-RSL Document 32-1 Filed 10/30/13 Page 30 of 143 ELECTRONICALLY RECORDED

## **EXHIBIT 6**

Lucero v. Cenlar FSB, et al.

2:13-cv-00602-RSL

Composite of foreclosure documents signed by Jennifer Dobron

After Recording Return to: Winston Khan Northwest Trustee Services, Inc. P.O. Box 997 Belleyne; WA 98009-0997



Appointment of Successor Trustee

File No. 7367.2145

FIRST AM 7401275 415

Donald F. Cook Jr., who acquired title as Donald F. Cook and Heather C. Cook, husband and wife is/are the grantor(s). Stewart Title Everett is the truster and Mortgage Electronic Registration Systems, Inc. solely as nominee for Boeing Employees' Credit Union is the beneficiary under that certain deed of trust dated 03/02/11 and recorded on 03/11/11 under SNOHOMISH County, Washington Auditor's File No. 201103110140.

The present beneficiary under said deed of trust appoints Northwest Trustee Services, Inc., a Washington corporation, whose address is P.O. Box 99.7. Bellevue, WA 98009-0997, as successor trustee under the deed of trust with all powers of the original trustee.

Cenlar FSB as Servicing Agent for Boeing Employees' Credit

ennifer Dobron

Assistant Secretary

NORTHWEST TRUSTEE SERVICES, INC. P.O. BOX 997 BELLEYUE, WA 98009-0997 425-586-1900 FAX 425-586-1997

Client: Cenlar FSB

Borrower: Cook Jr, Donald F and Cook, Heather C

STATE OF NEW JERSEY)

COUNTY OF MERCER )SS

Lecrify that I know or have satisfactory evidence that <u>Jennifer Dobron</u> is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to excepte the instrument and acknowledged it as the Assistant Secretary of Centar FSB as Servicing Agent for Boeing Employees' Credit Union to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 11100110

NOTAR DERSEMBLE

SARA H VIRGIN

ID # 2418616

NOTARY PUBLIC

STATE OF NEW JERSEY

My Commission Expires March 19, 2017

NORTHWEST TRUSTEE SERVICES, INC. P.O. BOX 997 BELLEVUE, WA 98009-0997 425-586-1900 FAX 425-586-1997 Client: Cenlar FSB

Borrower: Cook Jr, Donald F, and Cook, Heather C

14.00

12/05/2012 01:09 PM

SNOHOMISH COUNTY, WASHINGTON

After Recording Return to: Vonnie McElligott Northwest Trustee Services, Inc. P.O. Box 997 Bellevus, WA-98009-0997

### Appointment of Successor Trustee

File No. 7367.21390

Anne Untermeyer it/are the grantor(s), First American Title Ins Co is the trustee and Mortgage Electronic Registration Systems, Inc., solely as nominee for Taylor, Bean & Whitaker Mortgage Corp., its successors and assigns is the beneficiary under that certain deed of trust dated 03/06/09 and recorded on 03/27/09 under SNOHOMISH County, Washington Auditor File No. 200903270455.

The present beneficiary under said deed of trust appoints Northwest Trustee Services, Inc., a Washington corporation, whose address is P.O. Box 997, Bellevue, WA 98009-0997, as successor trustee under the deed of trust with all powers of the original trustee.

Cenlar FSB

iiter Dobron

istant Secretary

STATE OF

Jennifer Dobron

I certify that I know or have satisfactory evidence that is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the ASSISTANT Secretary of Center FSB to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument. NORTHWEST TRUSTEE SERVICES, INC.
P.O. BOX 997
3ELLEVUE, WA 98009-0997
25-586-1900 FAX 425-586

Diotary Public in and for the State

Kesiding at

Hy appointment expires

Client: Cenlar FSB

Borrower: Untermeyer, Anne NOTARY PUBLIC OF NEW JERSE My Commission Expires Jariuary 22

201211130377 11/13/2012 10:43 AM

14.00

SNOHOMISH COUNTY, WASHINGTON

fter Recording Return to: Cenlar FSB 425 Phillips Boulevard Ewing, NJ 08618

7367.21301/Anderson, Alan

MIN# 100029500019680366

### Assignment of Deed of Trust

For Value Received, the undersigned as Beneficiary, hereby grants, conveys, assigns and transfers to Cenlar FSB, whose address is 425 Phillips Boulevard, Ewing, NJ 08618, all beneficial interest under that certain deed of trust, dated 08/13/07, executed by Alan C. Anderson, an unmarried man, Grantors, to Fidelity National Title Company of Washington, Trustee, and recorded on 08/20/07, under Auditor's File No. 200708200704, Records of SNOHOMISH County, Washington,

Dated

Mortgage Electronic Registration Systems, Inc. solely as for Taylor, Bean & Whitaker Mortgage Corp., its successors

) \$\$.

obron

Assistant Secretary

STATE OF

COUNTY OF MUCC

Jennifer L I certify that I know or have satisfactory evidence that **Donnon**is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the Assistant Secretary of

WERS to be the free and voluntary act of such party for the uses and purposes mentioned in

the instrument.

Dated: Y

Residing at EUIN

My commission expires

NANCY K. I NOTARY PUBLIC OF NEW JERSEY My Commission Expires January 22, 2013

201211130378

10/19/12

11/13/2012 10:43 AM

14.00

SNOHOMISH COUNTY, WASHINGTON

After Recording Return to: Vonnie McElligott Northwest Trustee Services, inc. P.O. Box 997 Bellevue, WA 98009-0997

## Appointment of Successor Trustee

File No. 7367.2130

Alan C. Anderson, an unmarried man is/are the grantor(s), Fidelity National Title Company of Washington is the trustee and Mortgage Electronic Registration Systems, Inc. solely as nominee for Taylor, Bean & Whitaker Mortgage Corp., its successors and assigns is the beneficiary under that certain deed of trust dated 08/13/07 and recorded on 08/20/07 under SNOHOMISH County, Washington Auditor 3 File No. 200708200704.

The present beneficiary under said deed of trust appoints Northwest Trustee Services, Inc., a Washington corporation, whose address is P.O. Box 997, Bellevue, WA 98009-0997, as successor trustee under the deed of trust with all powers of the original trustee.

obron Assistant Secretary

STATE OF COUNTY OF

I certify that I know or have satisfactory evidence that is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the Assistant Secretary f...

to be the free and voluntary act of such party for the uses and purposes 'Olulau

mentioned in the instrument.

Notary Public in and for the State

Residing at\_ My appointment expires

NORTHWEST TRUSTEE

P.O. Box 997

BELLEVUE, WA 98009-09 425-586-1900

Client: Centar FSB

Borrower: Anderson, Alan C.

HANCY K, MORRIS MOTARY PUBLIC OF NEW JERGE My Commission Expires January 22, 2013

201212075002

12/07/2012 01:28 PM

32.00

SNOHOMISH COUNTY, WASHINGTON

After Recording Return to:
Vonnie McElligott
Northwest Trustee Services, Inc.
P.O. Box 997
Bellgvae, WA 98009-0997

#### Appointment of Successor Trustee

File No. 7367.21221

Joeseph Solean, a single man is/are the grantor(s), Transnation is the trustee and Mortgage Electronic Registration Systems, Inc. solely as nominee for Taylor, Bean & Whitaker Mortgage Corp., its successors and assigns is the beneficiary under that certain deed of trust dated 08/08/07 and recorded on 08/14/07 under SNOHOMISH County, Washington Auditor File No. 200708140524 and Recorded as Inst. No. 20070815000594 in King County.

The present beneficiary under said deed of trust appoints Northwest Trustee Services, Inc., a Washington corporation, whose address is P.O. Box 997, Bellevie, WA 98009-0997, as successor trustee under the deed of trust with all powers of the original trustee.

Cenlar FSB.

11/2/12

Ву

Jennifer Dobron Assistant Secretary

COUNTY OF MPKCY )

I certify that I know or have satisfactory evidence that **Jennifer Dobron**: is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the Assistant Scoretary of Cenlar FSB to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 1121 13

Notary Public in and for the State of

Residing at Ew. N.5 My appointment expires

NORTHWEST TRUSTEE SERVICES, INCUBLIC

P.O. Box 997

BELLEVUE, WA 98009-0997/1/ V. 425-586-1900 FAX 425-58649

25-586-1900 FAX 425-58647997 JER

Client: . Cenlar FSB Borrower: Soleau, Joeseph

NANCY K. MORRIS

NOTARY PUBLIC OF NEW JERSEY.
My Commission Expires January 22: 2013

After Recording Return to: Cenlar FSB 425 Phillips Boulevard Ewing, NJ 08618

201212050768 12/05/2012 01:09 PM 14.00 SNOHOMISH COUNTY, WASHINGTON

7367.21390/Untermeyer,

MIN# 100029500031858206 MERS Phone: 1-888-679-6377

### Assignment of Deed of Trust

For Value Received, the undersigned as Beneficiary, hereby grants, conveys, assigns and transfers to Cenlar FSB, whose address is 425 Phillips Boulevard, Ewing, NJ 08618 all beneficial interest under that certain deed of trust, dated 03/06/09, executed by Anne Untermeyer, Grantors, to First American Title Ins Co, Trustee, and recorded on 03/27/09, under Auditor File No. 200903270455, Records of SNOHOMISH County, Washington.

Dated

Mortgage Electronic Registration Systems, Inc. solely as nominee for Taylor, Bean & Whitaker Mortgage Corp., its successors

and assigns

ssistant Secretary

STATE OF

COUNTY OF

Jennifer Dobron is the person who appeared I certify that I know or have satisfactory evidence that before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the \_\_\_\_Assistant Scientiant of Mortgage Electronic Registration Systems, Inc. solely as nominee for Taylor, Bean & Whitaker Mortgage Corp., its successors and assigns to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

SS.

Dated:

in and for the State

Residing at My commission expir

NANCY K. MORRIS NOTARY PUBLIC OF NEW JERSEY Wit Commission Extens: Gaman 55 5013

201212050768

After Recording Mail to: Northwest Trustee Services, Inc. Vonnie McElligott P.O. Box 997 Bellevue, WA 98009-0997



COURTTRAX CORP AS PAGE-001 OF 003 12/13/2012 14:03 KING COUNTY, WA

Document Title(s): (or transactions contained therein)
1. Appointment of Successor Trustee / / / /
2.
3.
Reference Number(s) of Documents assigned or released:
200708140524 and Recorded as Inst. No. 20070815000594 in King County
Additional numbers on page_ of document
Grantor(s): (Last name first, then first and initials)
1. Soleau, Joeseph
2. Cenlar FSB
4. / ( / // )
5. Additional names on page of document
Grantee(s): (Last name first, then first and initials)
1. Transnation
2. Northwest Trustee Services, Inc.
3.
4.
5. Additional name on page of document
o. Additional name on pageor document
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Abbreviated Legal Description as follows: (i.e. to/block/plat or section/township/range/quarter/quarter)
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Complete legal description is on pageof document
Assessor's Property Tax Parcel/Account Number(s):
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After Recording Return to: Yonnie McElligott Northwest Trustee Services, Inc. P.O. Box 997 Bellevue, WA 98009-0997

#### Appointment of Successor Trustee

File No. 7367.21221

Joeseph Soleau, a single man is/are the grantor(s), Transnation is the trustee and Mortgage Electronic Registration Systems, Inc. solely as nominee for Taylor, Bean & Whitaker Mortgage Corp., its successors and assigns is the beneficiary under that certain deed of trust dated 08/08/07 and recorded on 08/14/07 under SNOHOMISH County, Washington Auditoris File No. 200708140524 and Recorded as Inst. No. 20070815000594 in King County.

The present beneficiary under said deed of trust appoints Northwest Trustee Services, Inc., a Washington corporation, whose address is P.O. Box 997, Bellevue, WA 98009-0997, as successor trustee under the deed of trust with all powers of the original trustee.

> Cenlar FSB Jennifer Dobron Assistant Secretary

STATE OF.

COUNTY OF

I certify that I know or have salisfactory evidence that Jennifer Dobron is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the Assistant Scorotany of Centar FSB to be the free and voluntary act of such party for the uses and purposes mentioned in the unstrument.

Notary Public in and for the State of

Residing at C.D.

My appointment expires Residing at EwiN

NORTHWEST TRUSTEE SERVICES INC.

P.O. BOX 997

BELLEVUE, WA 98009-0997

15-586-1900 FAX

Client: Cenlar FSB

Borrower: Soleau, Joeseph

NOTARY PUBLIC OF NEW JERSEY My Commission Expires January 22, 2013 201212070599

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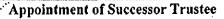
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SNOHOMISH COUNTY, WASHINGTON

After Recording Return to: Vonnie McElligott Northwest Trustee Services, Inc. P.O. Box 997 Bellevue, WA 98009-0997



File No. 7367,2143

Jesus Avilez is/are the granior(s), Commonwealth Land Title is the trustee and Mortgage Electronic Registration Systems, Inc. solely as nominice for Taylor, Bean & Whitaker Mortgage Corp., its successors and assigns is the beneficiary under that certain deed of trust dated 08/07/08 and recorded on 08/12/08 under SNOHOMISH County, Washington Auditorts File No. 200808120358.

The present beneficiary under said deed of trust appoints Northwest Trustee Services, Inc., a Washington corporation, whose address is P.O. Box 997, Bellevue, WA 98009-0997, as successor trustee under the deed of trust with all powers of the original trustee.

ennifer Dobron Assistant Secretary

COUNTY OF

ennifer Dobron

is the person who appeared I certify that I know or have satisfactory evidence that before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the Assistant Secretors of Centar FSB to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Notary Public in and for the State of Residing at

My appointment expires

Client: Cenlar FSB

Borrower: Avilez, Jesus

NOTARY PUBLIC OF NEW JE My Commission Expires January

NORTHWEST TRUSTES S P.O. Box 997

BELLEVUE, WA 98009 425-586-1900

After Recording Return to:
Northwest Trustee Services, Inc.
Attention: Winston Khan
P.O. Box 997
Bellevue, WA 98009-0997



7367.21457/Cook Jr, Donald F: and Cook, Heather C.

MIN# 100604500340412516

MERS Phone: 1-888-679-6377

Assignment of Deed of Trust

7401275 HE

For Value Received, the undersigned as Beneficiary, hereby grants, conveys, assigns and transfers to Boeing Employees' Credit Union, whose address is c/o Cenlar FSB 425 Phillips Blvd Ewing, NJ 08168, all beneficial interest under that certain deed of trust, dated 03/02/11, executed by Donald F. Cook Jr. who acquired title as Donald F. Cook and Heather C. Cook, husband and wife, Grantors, to Stewart Title- Everett, Trustee, and recorded on 03/11/11, under Auditor's File No. 2011/03110140, Records of SNOHOMISH County, Washington,

Dated

*"*...

Mortgage Electronic Registration Systems, Inc. solely as

nominee for Boeing Employees' Credit Union

Title:

Jennifer L. Dobron Assistant Secretary STATE OF NEW (ERSEY) SS

NOTARY PUBLIC in and for the State of

Residing at EUINO My commission expires 1/22/18

NANCY K. MORRIS
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires January 22, 2018

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201212070596 12/07/2012 01:28 PM 14.00 SNOHOMISH COUNTY, WASHINGTON After Recording Return to: Centar FSB 425 Phillips Boulevard Ewing; NJ 08618 MIN# 100029500019325129 7367,21221/Soleau, Joesep MERS Phone: 1-888-679-6377 Assignment of Deed of Trust For Value Received, the undersigned as Beneficiary, hereby grants, conveys, assigns and transfers to Cenlar FSB, whose address is 425 Phillips Boulevard, Ewing, NJ 08618 all beneficial interest under that certain deed of trust, dated 08/08/07, executed by Joeseph Soleau, a single man, Grantors, to Transnation, Trustee, and recorded on 08/14/07, under Auditor File No. 200708140524 and Recorded as Inst. No. 20070815000594 in King County, Records of SNOHOMISH County, Washington. Dated Electronic Registration Systems, Inc. solely as nominee for Taylor, Bean & Whitaker Mortgage Corp., its successors and assigns ennifer Dobton ssistant Secretary STATE OF ) ss. COUNTY OF Jenniler Dapron is the person who appeared I certify that I know or have satisfactory evidence that before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the Assistant Secretary of Mortgage Electronic Registration Systems, Inc. solely as nominee for Taylor, Bean & Whitaker Mortgage Corp., its successors and assigns to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument. IOin and for the State of NOTARY Residing at My commission expires

ase 2:13-cv-00602-RSL Document 32-1 Filed 12/30/13 CREOF 45 OF 143

NANCY K. MORING NOTARY PUBLIC OF NEW , ERSEY My Commission Expired January 22 2013

After Recording Return to: Cenlar FSB 425 Phillips Boulevard Ewing, NJ 08618



±12033030

MIN# 100029500018851901 MERS Phone: 1-888-679-6377

### Assignment of Deed of Trust

For Value Received, the undersigned as Beneficiary, hereby grants, conveys, assigns and transfers to Cenlar FSB, whose address is 425 Phillips Boulevard, Ewing, NJ 08618 all beneficial interest under that certain deed of trust, dated 07/09/07, executed by Viet Tran and Thuy Trang Nguyen, husband and wife Grantors, to Chicago Title, Trustee, and recorded on 07/16/07, under Auditoris File No. 20070716002017, Records of KING County, Washington.

Dated nominee for Taylor, Bean & Whitaker Mortgage Corp. and assigns . By: Title: Assistant Secretary STATE OF COUNTY OF Jennifer Dobron is the person who appeared I certify that I know or have satisfactory evidence that before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the Assistant Secretary of Mortgage Electronic Registration Systems, Inc. solely as nominee for Taylor, Bean & Whitaker Mortgage Corp., its successors y aci
y aci and assigns to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated:

Residing at My commission expires

> NANCY K. MORRIS NOTARY PUBLIC OF NEW JERSEY My Commission Expires January 22, 2013

After Recording Return to: Cenlar FSB 425 Phillips Bouleyard Ewing, NJ 08618 TITLE COURT : PAGE-001 OF ( 12/06/2012 1 KING COUNTY, 7367.21314/Glidden, Richard and Lucero, Leticia MIN# 100029500013275411 #120298590 Assignment of Deed of Trust For Value Received, the undersigned as Beneficiary, hereby grants, conveys, assigns and transfers to Centar FSB, whose address is 425 Phillips Boulevard, Ewing, NJ 08618, all beneficial interest under that certain deed of trust, dated 08/16/06, executed by Richard A. Glidden and Leticia Lucero, husband and wife, Grantors, to Old Replublic Title, LTD, Trustee, and recorded on 08/18/06, under Auditor's File No. 20060818001673, Records of KING County, Washington. Dated Mortgage Electronic Registration Systems nominee for Taylor, Bean & Whitaker Mortgage Corp. and assigns Jennifer, Dobton Title: Assistant Secretary STATE OF COUNTY OF Jennifer Dobron I certify that I know or have satisfactory evidence that is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the Assistant Secretary of to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument. NOTÁRY Residing at My commission expires NANCY K. MORRIS NOTARY PUBLIC OF NEW JERSEY

My Commission Expires January 22, 2013

MIN# 100029500027970189 MERS Phone: 1-888-679-6377

#### Assignment of Deed of Trust

For Value Received, the undersigned as Beneficiary, hereby grants, conveys, assigns and transfers to Cenlar FSB, whose address is 425 Phillips Boulevard, Ewing, NJ 08618, all beneficial interest under that certain deed of trust, dated 08/07/08, executed by Jesus Avilez, Grantors, to Commonwealth Land Title, Trustee, and recorded on 08/12/08, under Auditor File No. 200808120358, Records of SNOHOMISH County, Washington.

Dated

Mortgage Electronic Registration Systems, Inc. solely as nominee for Taylor, Bean & Whitaker Mortgage Corp., its successors

14.00

ssistant Secretary

STATE OF

COUNTY OF

Jenniter Doprois

I certify that I know or have satisfactory evidence that is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the \_\_\_\_ASSISTANT Secretary\_ of Mortgage Electronic Registration Systems, Inc. solely as nominee for Taylor, Bean & Whitaker Mortgage/Corp., its successors and assigns to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Residing at 1001 My commission expires

> NANCY K. MORRIS NOTARY PUBLIC OF NEW JERGE My Commission Expires January 22, 2013

Lucero v. Cenlar FSB, et al.

2:13-cv-00602-RSL

**Appointment of Successor Trustee** 

After Recording Return to: Vonnie McElligott. Northwest Trustee Services, Inc. P.O. Box 997 Bellevue, WA 98009-0997



TITLE COURT SE ADT PAGE-001 OF 001 12,08/2012 14:15 KING COUNTY, UA

#120298590

Appointment of Successor Trustee

File No. 7367.21314

Richard A. Glidden and Leticia Lucero, husband and wife is/are the grantor(s), Old Replublic Title, LTD is the trustee and Mortgage Electronic Registration Systems, Inc. solely as nominee for Taylor, Bean & Whitaker Mortgage Corp., its successors and assigns is the beneficiary under that certain deed of trust dated 08/16/06 and recorded on 08/18/06 under KING County, Washington Auditor s File No. 20060818001673.

The present beneficiary under said deed of trust appoints Northwest Trustee Services, Inc., a Washington corporation, whose address is P.O. Box 997, Bellevue, WA 98009-0997, as successor trustee under the deed of trust with all powers of the original trustee.

By Michael Blair Vice President

STATE OF STA

I certify that I know or have satisfactory evidence that \_\_\_\_\_\_\_ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_\_\_ of Centar FSB to be the free and voluntary act

of such party for the uses and purposes mentioned in the instrument

Dated: MANUAL PARTY OF THE PART

 Notary Public in and for the State of

Residing at

My appointment expires

Client: Centar FSB

Borrower: Glidden, Richard and Lucero, Leticia

NANCY K MORFIS

NOTARY PUBLIC OF NEW JERSEY
My Commission Expires January 22, 2013

Lucero v. Cenlar FSB, et al.

2:13-cv-00602-RSL

Assignment of Deed of Trust

After Recording Return to: Cenlar FSB 425 Phillips Boulevard Ewing, NJ 08618 TITLE COURT PAGE-001 OF 12/06/2012 1 KING COUNTY, 7367.21314/Glidden, Richard and Lucero, Leticia MIN# 100029500013275411 #120298590 Assignment of Deed of Trust For Value Received, the undersigned as Beneficiary, hereby grants, conveys, assigns and transfers to Centar FSB, whose address is 425 Phillips Boulevard, Ewing, NJ 08618, all beneficial interest under that certain deed of trust, dated 08/16/06, executed by Richard A. Glidden and Leticia Lucero, husband and wife, Grantors, to Old Replublic Title, LTD, Trustee, and recorded on 08/18/06, under Auditor File No. 20060818001673. Records of KING County, Washington ... Dated Mortgage Electronic Registration Systems nominee for Taylor, Bean & Whitaker Mortgage Corp. and assigns By: Jennifer, Dobton Title: Assistant Secretary STATE OF COUNTY OF Jennifer Dobron I certify that I know or have satisfactory evidence that is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the Assistant Secretary to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument. PUBL NEW JERM NOTÁRY PUBLIC in and for the State of Residing at Emino My commission expires NANCY K. MORRIS NOTARY PUBLIC OF NEW JERSEY My Commission Expires January 22, 2013

Lucero v. Cenlar FSB, et al.

2:13-cv-00602-RSL

Assignment and Appointment in Connie Korth

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grander.	08/28/2012 03	3:34:46 PM \$14.00 Se County, WASHINGTON		
After Recording Return to:		e vouncy, whoming ton		
Northwest Trustee Services, Inc., Attention: Nanci Lambert				
P.O. Box 997				
Bellevue, WA 98009-0997				•
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7303.22227/Korth, Connie and	lönathan	MIN# 100062604	719892699	
MERS Phone: 1-888-6	79-6377			
		of Deed of Trust		
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أغيماما ويستعلقه المحمل سلمته والمسترا	13/30/06 evecuted by C	'onnie K. Korth, a Marrico	i woman as net separate	colate,
<ul> <li>Grantors, to Fidelity National T</li> </ul>	itle, Trustee, and record	led on 12/27/06, under Au	iditor's File No. 200612.	270913,
Records of PIERCE County, W	astraggon.	sk skad ska		
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Dated August 2)	, 2012 `	Aortgage electronic Regis	tration Systems, Inc. as t	nominee for
	<u>.</u>	lomecomings Financial, I letwork, Inc.), its success	LC (F/K/A Homecomin	igs Financial
	( L	verwork, inc.), its success	UIS and assigns	•
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	<b>!</b>	Assistant S	ecretary	- Sleale
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STATE OF Jexas	)	The second secon	· · ·	
COUNTY OF Dentan	)	SS.		
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I certify that I know or have satisfactory evidence that Brack, Wiehre's is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the Assistant Secretary, of Mortgage electronic Registration Systems, Inc. as nominee for Homecomings Financial, LLC (F/K/A Homecomings Financial Network, Inc.), its successors and assigns to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

MATTHEW J. JOHNSTONE Notory Public, State of Texas My Commission Expires June 20, 2016

NOTARY PUBLIC in and for the State of

2×25 Residing at Denton

My commission expires

201208281355 CSHEARE 1 PG 08/28/2012 03:34:46 PM \$14.00 AUDITOR, Pierce County, WASHINGTON

5

8-13-2012

After Recording Return to: Nanci Lumbert Northwest Trustee Services, Inc. P.O. Box 997

### Appointment of Successor Trustee

File No. 7303.22227

Connie K Korin, a Married Woman as her separate estate is/are the grantor(s), Fidelity National Title is the trustee and Mortgage electronic Registration Systems, Inc. solely as nominee for Homecomings Financial, LLC (F/K/A Homecomings Financial Network, Inc.) is the beneficiary under that certain deed of trust dated 12/20/06 and recorded on 12/27/06 under PIERCE County, Washington Auditor's File No. 200612270915.

The present beneficiary under said deed of trust appoints Northwest Trustee Services, Inc., a Washington corporation, whose address is P.O. Box 997, Bellevuc, WA 98009,0997, as successor trustee under the deed of trust with all powers of the original trustee.

Nationstar Mortgage LLC

Andrew Patrick Kane

. Assistant Secretary

county of Denton) ss

Andrew Patrick Kane"

Dated: 8 - 13 - 172

ALLISON J FRIES
Notary Public, State of Texas
My Commission Expires
May 31, 2015

NORTHWEST TRUSTEE SERVICES, INC. P.O. BOX 997 BELLEYUE, WA 98009-0997 425-586-1900 FAX 425-586-1997 Notary Public in and for the State of 16 Action Residing at 1 Action 1 Action My appointment expires 5.34.15

Client: Nationstar Mortgage, LLC Borrower: Korth, Connie and Jonathan

Lucero v. Cenlar FSB, et al.

2:13-cv-00602-RSL

February 7, 2013 letter from Bayview



Bayview Loan Servicing, LLC 4425 Ponce de Leon Blvd: 5th Floor Coral Gables, FL 33146

February 07, 2013

Borrower:

RICHARD GLIDDEN and LETICIA LUCERO 1003 159TH PL SE BELLEVUE, WA 98008



Loan Number: 0029259710

Property Address: 1003 159TH PL SE

BELLEVUE, WA 98008

Dear Customer:

I have been making repeated attempts to contact you by phone, but I haven't been able to reach you through the home and/or business number(s) listed in our files. Your loan is currently delinquent, and I would like to see if there is a way I can help you. If you are not able to pay the amount due at this time, it is important that you contact me immediately at my direct toll free number listed at the bottom of this letter to discuss possible alternatives.

Your properly is a valuable investment, and I encourage you to contact me to find out about available programs we have to help you.

Bayview Loan Servicing, LLC is a debt collector. This letter is an attempt to collect a debt and any information obtained will be used for that purpose. To the extent that your obligation has been discharged or is subject to an automatic stay of bankruptcy this notice is for compliance and informational purposes only and does not constitute a demand for payment or any attempt to collect such obligation.

Sincerely.

John Orsuto

John Orsuto, Asset Manager Bayview Loan Servicing, LLC

Phone Number: (877) 693-3281 Monday - Friday 8:30 a.m. - 8:00 p.m., Eastern

Fax Number: (305) 260-1423

Lucero v. Cenlar FSB, et al.

2:13-cv-00602-RSL

Cease and Desist Letter



Vicente Omar Barraza, Attorney at Law John Laris, Attorney at Law, Of Counsel

> 1818 Westlake Ave. N., Suite 308 Seattle, WA 98109 206.933.7861 Fax 206.933.7863

February 13, 2013

Bayview Loan Servicing, LLC 4425 Ponce de Leon Blvd 5th Floor Coral Gables, FL 33146

Re:

Leticia Lucero

Property Address: 1003 159th PL SE, Bellevue, WA 98008

Loan No. 0029259710

By Fax to 305-260-1423

Attention Bayview:

I represent Leticia Lucero.

### Please cease and desist from contacting my client.

Please direct all written and oral communications to me from the date of this letter forward.

Thank you in advance for your cooperation and assistance.

Respectfully yours,

Vicente Omar Barraza Attorney at Law, WSBA # 43589

cc. Client

Lucero v. Cenlar FSB, et al.

2:13-cv-00602-RSL

HAMP modification agreement

0029259710 FG



April 24, 2013

Hours of operation: Customer Service:Monday - Friday, 8:30 AM to 8:00 PM EST Collections Dept.:Monday - Friday, 8:30 AM to 10:00 PM EST

Richard A Glidden Leticia Lucero 1003 159th Pl SE Bellevue WA 98008 0000

> RE: Loan Number: 0029259710 Property Address: 1003 159th Pl Se

Bellevue WA 98008

Dear Customer:

Enclosed is a copy of your final executed Modification Agreement. Please retain this document for your records.

Sincerely,

Michael Johnson Fax: 609-718-2655 Address: 425 Phillips Blvd., Ewing, NJ 08618 Hours: 8:30am - 8:00pm EST

Loan Workout Department LM125 009 JTT FG After Recording Return to:

CENLAR FSB 425 Phillips Blvd. Ewing, NJ 08618 Atlention: Loss Mitigation

#### HOME AFFORDABLE MODIFICATION AGREEMENT

Control of the state of the sta

Trial Period Plan Effective:

10/01/2012

Borrower (T)1:

RICHARD GLIDDEN and LETICIA LUCERO

Lender or Servicer ("Lender"): Centar FSB

Date of first fien Security Instrument ("Mortgage") and Note ("Note"): 08/16/2006

Loan Number:

0029259710

Property Address ("Property"): 1003 159TH PL SE BELLEVUE, WA 98008

If my representations and covenants in Section 1 continue to be true in all material respects, then this Home Affordable Modification Agreement ("Agreement") will, as set forth in Section 3, amend and supplement (1) the Mortgage on the Property, and (2) the Note secured by the Mortgage. The Mortgage and Note together, as they may previously have been amended, are referred to as the "Loan Documents." Capitalized terms used in this Agreement and not defined have the meaning given to them in Loan Documents.

I understand that after I sign and return two copies of this Agreement to the Lender, the Lender will send me a signed copy of this Agreement. This Agreement will not take effect unless the preconditions set forth in Section 2 have been satisfied.

- 1. My Representations and Covenants, I certify, represent to Lender, covenant and agree
  - A. I am experiencing a financial hardship, and as a result, (i) I am in default under the Loan Documents or my default is imminent, and (ii) I do not have sufficient income or access to sufficient liquid assets to make the monthly mortgage payments now or in the near future;
  - B. One of the borrowers signing this Agreement lives in the Property as a principal residence, and the Property has not been condemned;
  - C. There has been no impermissible change in the ownership of the Property since I signed the Loan Documents. A permissible change would be any transfer that the lender is required by law to allow, such as a transfer to add or remove a family member, spouse or domestic pathier of the undersigned in the event of a death, divorce or marriage;
  - D. I have provided documentation for all income that I receive (and I understand that I am not required to disclose child support or allmony unless I chose to rely on such income when requesting to qualify for the Home Affordable Modification Program (\*Program\*));
  - E. Under penalty of perjury, all documents and information I have provided to Lender in connection with this Agreement, including the documents and information regarding my eligibility for the Program, are true and correct;
  - F. If Lender requires me to obtain credit counseling in connection with the Program, I will do so; and

<sup>&</sup>lt;sup>1</sup> If there is more than one Borrower or Mortgagor executing this document, each is referred to as "I". For purposes of this document words signifying the singular (such as "I") shall include the plural (such as "we") and vice versa where appropriate.

- G. I have made or will make all payments required under a trial period plan.
- 2. Acknowledgements and Preconditions to Modification. I understand and acknowledge that:
  - A. If prior to the Modification Effective Date as set forth in Section 3 the Lender determines that any of my representations in Section 1 are no longer true and correct or any covenant in Section 1 has not been performed, the Loan Documents will not be modified and this Agreement will terminate. In that event, the Lender will have all of the rights and remedies provided by the Loan Documents; and
  - B. I understand that the Loan Documents will not be modified unless and until (i) the Lender accepts this Agreement by signing and returning a copy of it to me, and (ii) the Modification Effective Date (as defined in Section 3) has occurred. I further understand and agree that the Lender will not be obligated or bound to make any modification of the Loan Documents if I fail to meet any one of the requirements under this Agreement.

#### 3. The Modification.

If my representations and covenants in Section 1 continue to be true in all material respects and all preconditions to the modification set forth in Section 2 have been met, the Loan Documents will automatically become modified on 03/01/2013 (the "Modification Effective Date") and all unpaid late charges that remain unpaid will be waived. I understand that if I have failed to make any payments as a precondition to this modification under a trial period plan, this modification will not take effect. The first modified payment will be due on 03/01/2013.

- A. The new Maturity Date will be; 02/01/2053,
- B. The modified principal balance of my Note will include all amounts and arrearages that will be past due as of the Modification Effective Date (including unpaid and deferred interest, fees, escrow advances and other costs, but excluding unpaid late charges, collectively, "Unpaid Amounts") less any amounts paid to the Lender but not previously credited to my Loan. The new principal balance of my Note will be \$ 406,380.50 (the "New Principal Balance"). I understand that by agreeing to add the Unpaid Amounts to the outstanding principal balance, the added Unpaid Amounts accrue interest based on the interest rate in effect under this Agreement. I also understand that this means interest will now accrue on the unpaid interest that is added to the outstanding principal balance, which would not happen without this Agreement.
- C. \$ 24,400.00 of the New Principal Balance shall be deferred (the "Deferred Principal Balance") and I will not pay interest or make monthly payments on this amount. The New Principal Balance less the Deferred Principal Balance shall be referred to as the "Interest Bearing Principal Balance" and this amount is \$ 381,980.50. Interest at the rate of 2.000% will begin to accrue on the Interest Bearing Principal Balance as of 02/01/2013 and the first new monthly payment on the Interest Bearing Principal Balance will be due on 03/01/2013. My payment schedule for the modified Loan is as follows:

Years	Interest Rate	Interest Rate Change Date	Monthly Principal and Interest Payment Amount	Estimated Monthly Escrow Payment Amount*	Total Monthly Payment	Payment Begins On	Number of Monthly Payments
1-5	2.000%	02/01/2013	\$1,156.73	\$366.95	\$1,523.68	03/01/2013	60
6	3.000%	02/01/2018	\$1,343.86	Adjust Annually	Adjust Annually	03/01/2018	12
7-40	3.375%	02/01/2019	\$1,416,27	Adjust Annually	Adjust Annually	03/01/2019	408

<sup>\*</sup>The escrow payments may be adjusted periodically in accordance with applicable law and therefore my total monthly payment may change accordingly.

The above terms in this Section 3.C. shall supersede any provisions to the contrary in the Loan Documents, including but not limited to, provisions for an adjustable, step or simple interest rate.

I understand that, if I have a pay option adjustable rate mongage loan, upon modification, the minimum monthly payment option, the interest-only or any other payment options will no longer be offered and that the monthly payments described in the above payment schedule for my modified Loan will be the minimum payment that will be due each month for the remaining term of the Loan. My modified Loan will not have a negative amortization feature that would allow me to pay less than the interest due resulting in any unpaid interest being added to the outstanding principal balance.

D. I will be in default if I do not comply with the terms of the Loan Documents, as modified by this Agreement

- E. If a default rate of interest is permitted under the Loan Documents, then in the event of default under the Loan Documents, as amended, the Interest that will be due will be the rate set forth in Section 3.C.
- F. I agree to pay in full the Deferred Principal Balance and any other amounts still owed under the Loan Documents by the earliest of: (i) the date I sell or transfer an interest in the Property, (ii) the date I pay the entire Interest Bearing Principal Balance, or (iii) the Maturity Date.

#### 4. Additional Agreements. Lagree to the following:

- A. That all persons who signed the Loan Documents or their authorized representative(s) have signed this Agreement, unless (i) a borrower or co-borrower is deceased; (ii) the borrower and co-borrower are divorced and the property has been transferred to one spouse in the divorce decree, the spouse who no longer has an interest in the property need not sign this Agreement (although the non-signing spouse may continue to be held liable for the obligation under the Loan Documents); or (iii) the Lender has waived this requirement in writing.
- B. That this Agreement shall supersede the terms of any modification, forbearance, trial period plan or other workout plan that I previously entered into with Lender.
- C. To comply, except to the extent that they are modified by this Agreement, with all covenants, agreements, and requirements of Loan Documents including my agreement to make all payments of taxes, insurance premiums, assessments, Escrow Items, impounds, and all other payments, the amount of which may change periodically over the term of my Loan.
- D. Funds for Escrow Items. I will pay to Lender on the day payments are due under the Loan Documents as amended by this Agreement, until the Loan is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can altain priority over the Mortgage as a tien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under the Loan Documents; (d) mortgage insurance premiums, if any, or any sums payable to Lender in lieu of the payment of mortgage insurance premiums in accordance with the Loan Documents; and (e) any community association dues, fees, and assessments that Lender requires to be escrowed. These items are called "Escrow Items.". I shall promptly furnish to Lender all notices of amounts to be paid under this Section 4.D. I shall pay Lender the Funds for Escrow Items unless Lender waives my obligation to pay the Funds for any or all Escrow Items. Lender may waive my obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, I shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require.

My obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in the Loan Documents, as the phrase "covenant and agreement" is used in the Loan Documents. If I am obligated to pay Escrow Items directly, pursuant to a waiver, and I fail to pay the amount due for an Escrow Item. Lender may exercise like rights under the Loan Documents and this Agreement and pay such amount and I shall then be obligated to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with the Loan Documents, and, upon such revocation, I shall pay to Londer all Funds, and in such amounts, that are then required under this Section 4.D.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under the Real Estate Settlement Procedures Act ("RESPA"), and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge me tor holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays me interest on the Funds and applicable law permits Lender to make such a charge. Unless an agreement is made in writing or applicable law requires interest to be paid on the Funds. Lender shall not be required to pay me any interest or earnings on the Funds. Lender and I can agree in writing, however, that interest shall be paid on the Funds. Lender shall provide me, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA. Lender shall account to me for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify me as required by RESPA, and I shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify me as required by RESPA, and I shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by the Loan Documents, Lender shall promptly refund to me any Funds held by Lender.

- E. That the Loan Documents as modified by this Agreement are duly valid, binding agreements, enforceable in accordance with their terms and are hereby reaffirmed.
- F. That all terms and provisions of the Loan Documents, except as expressly modified by this Agreement, remain in full force and effect; nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the obligations contained in the Loan Documents; and that except as otherwise specifically provided in, and as expressly modified by, this Agreement, the Lender and I will be bound by, and will comply with, all of the terms and conditions of the Loan Documents.
- G. That, as of the Modification Effective Date, notwithstanding any other provision of the Loan Documents, if all or any part of the Property or any interest in it is sold or transferred without Lender's prior written consent. Lender may, at its option, require immediate payment in full of all sums secured by the Mortgage. Lender shall not exercise this option if state or federal law, rules or regulations prohibit the exercise of such option as of the date of such sale or transfer. If Lender exercises this option, Lender shall give me notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which I must pay all sums secured by the Mortgage. If I fail to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Mortgage without further notice or demand on me
- H. That, as of the Modification Effective Date, I understand that the Lender will only allow the transfer and assumption of the Loan, including this Agreement, to a transferee of my property as permitted under the Garn St. Germain Act, 12 U.S.C. Section 1701j-3. A buyer or transferee of the Property will not be permitted, under any other circumstance, to assume the Loan. Except as noted herein, this Agreement may not be assigned to, or assumed by, a buyer or transferee of the Property.
- That, as of the Modification Effective Date, if any provision in the Note or in any addendum or amendment to the Note allowed for the assessment of a penalty for full or partial prepayment of the Note, such provision is null and vold.
- J. That, I will cooperate fully with Lender in obtaining any title endorsement(s), or similar title insurance product(s), and/or subordination agreement(s) that are necessary or required by the Lender's procedures to ensure that the modified mortgage Loan is in first lien position and/or is fully enforceable upon modification and that if, under any circumstance and not withstanding anything else to the contrary in this Agreement, the Lender does not receive such title endorsement(s), title insurance product(s) and/or subordination agreement(s), then the terms of this Agreement will not become effective on the Modification Effective Date and the Agreement will be null and void.
- K. That I will execute such other documents as may be reasonably necessary to either (i) consummate the terms and conditions of this Agreement; or (ii) correct the terms and conditions of this Agreement if an error is detected after execution of this Agreement. I understand that either a corrected Agreement or a letter agreement containing the correction will be provided to me for my signature. At Lender's option, this Agreement will be void and of no legal effect upon notice of such error. If I elect not to sign any such corrective documentation, the terms of the original Loan Documents shall continue in full force and effect, such terms will not be modified by this Agreement, and I will not be eligible for a modification under the Home Affordable Modification Program.
- L. Mortgage Electronic Registration Systems, Inc. ("MERS") is a separate corporation organized and existing under the laws of Delaware and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, (888) 679-MERS. In cases where the loan has been registered with MERS who has only legal title to the interests granted by the borrower in the mortgage and who is acting solely as nominee for Lender and Lender's successors and assigns, MERS has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling the mortgage loan.

- M. That Lender will collect and record personal information, including, but not limited to, my name, address, telephone number, social security number, credit score, income, payment history, government monitoring information, and information about account balances and activity. In addition, I understand and consent to the disclosure of my personal information and the terms of the trial period plan and this Agreement by Lender to (i) the U.S. Department of the Treasury, (ii) Fannie Mae and Freddie Mac in connection with their responsibilities under the Home Affordability and Stability Plan; (iii) any investor, insurer, guarantor or servicer that owns, insures, guarantees or services my first lien or subordinate lien (if applicable) mortgage loan(s); (iv) companies that perform support services for the Home Affordable Modification Program and the Second Lien Modification Program; and (v) any HUD certified housing counselor.
- N. That if any document related to the Loan Documents and/or this Agreement is lost, misplaced, misstated, inaccurately reflects the true and correct terms and conditions of the Loan as modified, or is otherwise missing. I will comply with the Lender's request to execute, acknowledge, initial and deliver to the Lender any documentation the Lender deems necessary. If the Note is replaced, the Lender hereby indemnifies me against any loss associated with a demand on the Note. All documents the Lender requests of me under this Section 4.N. shall be referred to as "Documents." I agree to deliver the Documents within ten (10) days after I receive the Lender's written request for such replacement.
- O. That the mortgage insurance premiums on my Loan, if applicable, may increase as a result of the capitalization which will result in a higher total monthly payment. Furthermore, the date on which I may request cancellation of mortgage insurance may change as a result of the New Principal Balance.

IN WITNESS WHEREOF, the Lender and I have executed this Agreement.

Borrower:

By: Date: 1.25.201

Londor:

By: Date: 4-2-73
Centar FSB Marianne Doroba

Assistant Recipitary and Vice President

Licensed Loan Originator: Svetlana Romanova

MLO License Number: 716452 Direct: 877-650-0140 Ext. 7781

Fax: 877-360-9593

o provide file for the entropy of the control of th

FEB 05 2013

# Washington Acknowledgment

Acknowledgment of Individual

	STATE OF WASHINGTON
	COUNTY OF King
	On this day personally appeared before me Richard A. Globorz, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned.
~~	Given under my hand and seal of office this 23th day of January , 20 13.
 مر	Notary Public residing at 10019-31ah Ave. SW. Sworth, WA 98146
	Printed Name: Linda K. Rain 5
	My Commission Expires:
	9/1/2013 NOTARY
	THE WALLS WASHINGTON

# NOTARY'S ACKNOWLEDGEMENT

Loan Modification RICHARD A GLIDDEN LETICIA LUCERO Loan# 0029259710

County of Mercer	
On this the down of Amil 201	
personally appeared Marianne Doroby	3 before me, <u>Justin Toth,</u> the undersigned officer, a. Vice President known to me (or satisfactorily proven
be the persons whose names are subsc	ribed to the within instrument and acknowledged that t
executed the same for the purposes he	rein contained.
	\ \
	KX W
My Commission Expires	Notary Aublic for the State of NJ
	( )
	$\bigcirc$
	Justin Toth
	Printed Name of Notary Public
JUSTIN TOTH NOTARY PUBLIC OF NEW JERSEY Commission Expires February 17, 2017	,

Lucero v. Cenlar FSB, et al.

2:13-cv-00602-RSL

Letter of Denial of Credit

#### Case 2:13-cv-00602-RSL Document 32-1 Filed 10/30/13 Page 70 of 143

OpenRoad Lending 6616 Davis Boulevard North Richland Hills TX 76182

LENDING

1/8/2013

Leticia Lucero 1003 159th PL Se Bellevue, WA 98008 RE: Application 319111

#### Dear Leticia Lucero:

Thank you for your recent loan application, which was submitted to OpenRoad Lending. After careful consideration, we regret to inform you that we were unable to approve your application at this time, for the following reasons:

Delinquent past and/or present obligations Repossession or foreclosure

The consumer reporting agency contacted that provided information that influenced our decision in whole or in part was:

Experian PO Box 2002, Allen, TX 75013 (866) 200-6020

The consumer reporting agency played no part in our decision and is unable to supply you specific reasons why we have denied credit to you. You have the right under the Fair Credit Reporting Act to know the information contained in your credit file at the consumer reporting agency. You also have a right to a free copy of your report from the reporting agency, if you request it from the agency no later than sixty (60) days after you receive this notice. In addition, if you find that any information contained in the report you receive is inaccurate or incomplete, you have the right to dispute the matter with the reporting agency. Any questions regarding such information should be directed to Experian.

If you have questions regarding this letter, you should contact us at OpenRoad Lending, 6616 Davis Blvd, North Richland Hills, Texas 76182.

We also obtained your credit score from this consumer reporting agency and used it in making our decision. Your credit score is a number that reflects the information in your credit report. Your credit score can change, depending on how the information in your credit report changes

Key factors that adversely affected your credit score:

AMOUNT OWED ON DELINQUENT ACCOUNTS
RATIO OF BALANCE TO LIMIT ON BANK REVOLVING OR OTHER REV ACCTS TOO HIGH
SERIOUS DELINQUENCY
TIME SINCE DELINQUENCY IS TOO RECENT OR UNKNOWN

Sincerely,

OpenRoad Lending

NOTICE: The federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract), because all or part of the applicant's income derives from any public assistance program, or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Federal Trade Commission, Equal Credit Opportunity, Washington, DC 20580.



Item Detail	rdener redeneraren romaniaren eta erretariaren eta erretariaren eta		A THE RESIDENCE OF THE PROPERTY OF THE PROPERT	A CONTRACTOR OF THE PROPERTY O
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Mortgage Identification Num Freddle Mac ID: 378090380	Morgage identification Number: 108029500013275±11 Freddie Mac ID: 379090380	-		
Status:				
Foredosure proceedings st	Foredosure proceedings started, SS2,019 past due as of Jan 2013.	73.		
Date Opened: 08/2005 Date of Status; 09/2012 11/2014	Type: Llordgape Terms: 30 Years Monthly Payment:	Credit Linit: \$391,000 High Balance: N.X. N.X. ROSE SALBARGE:		
Last Reported Date: 01/2013	Responsibility: Real Joint with RICHARD A GLIDDENSO	Recent Payment		
Creditor's Statement Foreclosure proceedings started.	ਰਹੇਵਰ.	:		

Lucero v. Cenlar FSB, et al.

2:13-cv-00602-RSL

**Qualified Written Request** 

# Certified Mail, Return Receipt Requested

August 27, 2012

CENLAR 425 Phillips Boulvevard Ewing, NJ, 08618-1430

# QUALIFIED WRITTEN REQUEST

Pursuant to the Real Estate Settlement Procedures Act (RESPA) (12 U.S.C. § 2605(e)) and Section 6(e) of RESPA and the Truth in Lending Act (TILA) (15 U.S.C. § 1601).

Loan No.:

0029259710

Mortgagor: Richard Glidden / Leticla Lucero

Property Address: 1003 159th PI SE

Bellevue, WA, 98008

# Dear Sir/Madam

This is a Qualified Written Request under Section 6 of the Real Estate Settlement Procedures Act (RESPA). I dispute the reserve amounts that are owed according to my Monthly Billing Statement that you sent, the Suspense Account you created, and request that you send me information about the fees, costs and escrow accounting on the abovereferenced loan. In addition, there are serious concerns regarding the application of previous scheduled periodic payments made to you. Herein this dispute is made pertaining to the amounts you claim are due and owing and the balance for which you are claiming as outstanding on My/Our loan.

Specifically, I/We are requesting an itemization and copies of the following:

- A detailed accounting of My/Our account(s) associated with the above referenced 1) loan including all funds paid and disbursed from said account(s);
- A breakdown of the current escrow charges showing how they are calculated and 2) the reasons for any increase/decrease since the inception of the loan and any internal code definitions if applicable;
- A copy of any annual escrow statements and notices of any shortage, deficiency 3) or surplus; sent to Me/Us since the inception of this loan;
- An a accounting of any late fees charged, inspection fees. Administrative 4) Fees/Costs,
- BPO"s and the dates and the reason for each; 5)
- Amount necessary to reinstate My/Our loan if delinquent per your records; 6)
- The payoff amount plus the per diem interest rate good for 15 days from the date 7) of your response:

- 8) Please immediately credit any misapplied schedule periodic payments to My/Our account per 12 U.S.C. § 2605(I)(3) and or other Statutes, Laws, Acts, Regulation. You have not sent me any servicing transfer notices nor has my previous
- 9) Lender/Servicer.

Please acknowledge and answer this request as required by the Real Estate Settlement Procedures Act, and in accordance with the required time frames for the same. Any delay in providing the requested loan servicing analysis herein will result in irreparable harm and shall result in damage claims brought against you.

Sincerely,			
	ar Aug	27,2017	
(Borrower Sighature)	Date .	The Contract of the second	······································
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(Borrower Signature)	Dale		<del></del>

	LUCERO QC	n 62.00	
WHEN RECORDED RETURN TO:	PAGE-001 OF 001 08/02/2011 12:08 KING COUNTY, NA	02100	
NAME RICHARD A. Glidden		a per	
ADDRESS 3002 163 PL SE	E250356	55	
CITY, STATE, ZIP BELLENUE, WA 98008	08/02/2011 12:08 KING COUNTY, UA TAX SALE	\$10.00 \$0.00	PAGE-001 OF 601
QUITCLAIM			
-			
THE GRANTOR(S), RICHARD Glioded for and in co Quiteleims to the GRANTBE(S), LETICIA LUCERD County of KING State of Washington, together with all a description): LAKE HILLS #1	The sourced title of the	e Grantor(s) there	situated in the ein (legal
Tax Parcel Number: # 4036800290			~ ht
Tax Parcel Number: # 4036800290  LOT (G) I, BLOCK 4, LAKE HILLE NO.  THEREOF RECORDED IN VOLUME 56 PORTOR FING COUNTY, WASHINGTON. GITUA	I, ACCORDING ATS, PAGE(S) THE IN THE CO	to the 1 86-88, PE UNTY OF	KINEI,
	. )		
DATED 8/1/2011 DATED:	:	<del></del>	
The contract of the contract o			
Grantor Grantor	-		
State of Washington }			
County of KING }			
On this day personally appeared before me <u>Ruthers</u> known to be the individual(s) described in and who executed the same as his/her free and voluntary act and deed for	he foregoing instrument	, and acknowled	ged that s/he
GIVEN under my hand and official seal this d	ny of August, 20 l	<u>L</u> .	
Tomouni Inaguali NOTARY PUBLIC in and for the State of Washington, Residing at Kind My commission expires August 25, 2014	,		
· /	heavy policy to 45 mg/s	vario di Santani di Santani	
	4	INOGUCHI	•

TOMOMI INOGUCHI

Motary Public

State of Washington

My Commission Expires

August 25, 2014

Certified Mail, Return Receipt Requested

August 27, 2012.

LOAN SEVRICER NAME ; CENLAR.

ADDRESS 1

425 PHILLIPS BOULEVARD

CITY

EWING, N.J. 08618-1430

# WRITTEN REQUEST

Pursuant to the State of Washington RCW 31.04.290 request for detailed information.

Loan No.: 0029259710

Mortgagor: RICHARD GLIDDEH / LETICIA LUCERD

Properly Address: 1003 15引む PL. SE

BELLEVUE, WA. 98008

This is a written request under the State of Washington RCW 31,04,290. I dispute the total amount owed according to my Monthly Billing Statement and request that you send me information about the fees, costs and escrow accounting on the above-referenced loan. In addition, there are serious concerns regarding the application of previous scheduled periodic payments made to you. Herein this dispute is made pertaining to the amounts you claim are due and owing and the balance for which you are claiming as outstanding on My/Our loan.

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- Amount necessary to reinstate My/Our loan if delinquent per your records;
- The payoff amount plus the per diem interest rate good for 15 days from the date of your response;
- 7) The Identity, address, and other relevant information about the current holder, owner or assignee of this residential mortgage toan.
- Please immediately credit any misapplied schedule periodic payments to My/Our account.
- Please also provide your licensing information pertaining to your ability to service loans in the State of Washington.

Please acknowledge and answer this request as required by RCW 31.04.290, and in accordance with the required time frames for the same. Any delay in providing the requested loan servicing analysis herein will result in irreparable harm and shall result in damage claims brought against you.

Sincerely,

Sincerely,

(Borrower Signature)

Signature)

Date

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Form 3811, Fobriary 2004 Domoskia Ratum Ro	celpt 10000102411610

Certified Mail, Return Receipt Requested

August 27, 2012

Bayylew Financial Servicing LLC 4425 Ponce de Leon Blvd. 5<sup>th</sup> Floor Coral Gables, FL, 33140

# QUALIFIED WRITTEN REQUEST

Pursuant to the Real Estate Settlement Procedures Act (RESPA) (12 U.S.C. § 2605(e)) and Section 6(e) of RESPA and the Truth in Lending Act (TILA) (15 U.S.C. § 1601).

Loan No.:

0029259710

Mortgagor: Richard Glidden / Leticla Lucero

Property Address: 1003 159th PI SE

Bellevue, WA. 98008

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- Amount necessary to reinstate My/Our loan if delinquent per your records: 6)
- 7) The payoff amount plus the per dlem interest rate good for 15 days from the date of your response:

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- You have not sent me any servicing transfer notices nor has my previous Lender/Servicer.

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Sincerely,		
(Borrower Signature)	Dale	
(Borrower Signature)	Date	 _

WHEN RECORDED RETURN TO:	PAGE-601 OF 08/02/2011 1 KING COUNTY,	001  2:08	
NAME RICHARD A. GLIDDEN	KING COUNTY,	, NR	
ADDRESS 3002 163 PL SE	E2503	35,65	
CITY, STATE, ZIP BELLENUE, WA 98008	08/02/2011 1 KING COUNTY, TAX SALE	\$10.00 \$0,00	PAGE-001 OF 001
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QUITCLAIN	A DEED		
THE GRANTOR(S), RICHARD GLODEL for and in Quitolaims to the GRANTER(S), LETICIA LUCERO County of KING State of Washington, together with all description): LAKE HILLS #1	l after acquired title	of the Grantor(s) th	erein (legal
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Tax Parcel Number: # 4036800290  Lot (5) 1, BLOCK 4, LAKE HILLS NO THEKEOF RELOKDED IN VOLUME 56 F OF KING COUNTY, WACHINGTON, BITU STATE OF WACHINGTON.	.1, Accord "Late, page Ate in the	ING TO THE 1,88-88,18 COUNTY O	rat ecords fking, .
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Grantor Granton	·		
State of Washington } ss			
County of KING }	<i>/</i> 1		
On this day personally appeared before me Ketthes known to be the individual(s) described in and who executed signed the same as his/her free and voluntary act and deed for	the foregoing instri	iment, and acknowle	dged that s/he
GIVEN under my hand and official seal this	day of Angust,	20 <u>11</u> .	
Towous Insquers  NOTARY PUBLIC in and for the State of Washington, Residing at Ling  My commission expires August 25, 2014	,		
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	MOT FOR State	OMI INOGUCHI otary Public of Washington mmission Expire	
	ALLE	ing of our t	٧

August 25, 2014

Certified Mail, Return Receipt Requested

August 271, 2012.

LOAN SEVRICER NAME: BAYVIEW FINANCIAL SERVICING LLC 44 25 PONCE DE LIEON BLVD., 514 PLR. ADDRESS! CORAL GABLES, FL. 33140 CITY

# WRITTEN REQUEST

Pursuant to the State of Washington RCW 31,04.290 request for detailed information.

Loan No.: 0029259710

Morlgagor: PICHARD GLIDDEN/LETICIA LUCERO

Properly Address: 1003 1595 PL SE

BELLEVUE, WA. 98008
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- An accounting of any late fees charged, inspection fees, BPOs and the dates and 4) the reason for each:
- 5) Amount necessary to reinstate My/Our loan if delinquent per your records;
- The payoff amount plus the per diem interest rate good for 15 days from the date 6) of your response;
- The Identity, address, and other relevant information about the current holder, 7) owner or assignee of this residential mortgage loan.
- Please immediately credit any misapplied schedule periodic payments to My/Our 8) account.
- Please also provide your licensing information pertaining to your ability to service 9) loans in the State of Washington,

Please acknowledge and answer this request as required by RCW 31.04.290, and in accordance with the required time frames for the same. Any delay in providing the requested loan servicing analysis herein will result in Irreparable harm and shall result in damage claims brought against you.

Sincerely,	
This was	8- KUG. 27, 2017.
(Borrower Signature)	Date
(Borrower Signature)	Date

WHEN RECORDED RETURN TO: NAME RICHARD A. Gliddel	2011080 LUCERO QC PAGE-691 OF 601 98/02/2011 12:08 KING COUNTY, WA	20008	106	
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QUITCLAIM	DEED			
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Tax Parcel Number: # 4036800290	<u> </u>			
Tax Parcel Number: # 4036800290  LOT (5) 1, BLOCK 4, LAKE HILLS NO. 1  THEREOF RECORDED IN VOLUME 56 PL OF KING COUNTY, WAGHINGTON. GITUAL  STATE OF WACHINGTON.	, ACCORDING ATG, PAGE(G) TE IN THE CO	70 THE P 86-88, RE UNITY OF	LATI ;CORDS KINGI,	
DATED 8/1/2011 DATED:		nanana		
Grantor Grantor				
State of Washington } } ss County of   LLLC  }				
On this day personally appeared before me <u>Restates 6</u> known to be the individual(s) described in and who executed the signed the same as his/her free and voluntary act and deed for the			(s), to me ed that s/hc	
GIVBN under my hand and official scal this da	y of August, 20 11	! -•		
Towouri Linguchi NOTARY PUBLIC in and for the State of Washington, Residing at <u>Linguist</u> My commission expires <u>August</u> 25, 2014	, , , , , , , , , , , , , , , , , , ,			
,	IOMOMI I Notary State of W My Commis: August 2	NOGUCHI Public Tashington slon Expires 55, 2014		

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October 16, 2012

Richard Oliddon Letleia Lucero 1003 159<sup>th</sup> PI SB Bellevue, WA 98008

RE; Loun No.: 0029259710

Deur Borrowers:

This is in response to your letter dated August 27, 2012, received in our offices on September 20, 2012, related to the above loan.

Pollowing is the information you requested; the numbers below refer to your numbered questions:

- 1. & 2. Buclosed is a loan history showing the activity of your account. Also included is a listing of transaction codes.
- 3. Buelosed are copies of escrow analyses performed on your account.
- 4. The following fees have been charged to your account:

Late charges totaling \$240.74, of which \$120.37 were paid by you, leaving an unpaid balance of \$120.37 (piense refer to the enclosed fee activity ledger labeled Exhibit  $\Lambda$  for an itemization).

A total of \$39 for property inspections performed on the mortgaged property, of which \$26 was paid by you, leaving an unpaid balance of \$13 (please refer to the enclosed fee activity ledger labeled Exhibit B for an itemization).

In addition, legal fees of \$2,024.25 have been incurred, but not yet billed or paid for and will be charged to your account.

- 5. No broker price opinions (BPOs) have been ordered and charged to your account to date.
- 6. Enclosed is a reinstatement quote good through November 15, 2012, which sets forth the amount needed to reinstate the loan.

Richard Glidden Leticia Lucero October 16, 2012 Page 2

- 7. Rnelosed is a payoff statement, which sets forth the amount needed to pay off the loan in full as of October 16, 2012.
- 8. We believe all payments have been properly applied to your account.
- 9. Enclosed is a copy of the notice of transfer of servicing that was provided to you.

If you have any questions, I can be reached at 866-677-8807.

Very truly yours,

Miellollo Cumberbutch Service Excollence Manager

Enclosures

# **P309 Transaction Codes**

Code	Description
063	Hazard Premlum Refund
064	Tax Refund (311, 312, and 313)
065	Llen Refund (All Others)
066	Special Escrow Deposits
132	Late Charge Adjustment
142	New I.oan Set-Up
143	Non-Cash Balance Adjustment
144	Redistribution of P & I (Non-Cash Balance Adjustment)
145	Restricted Monetary Adjustment (Non-Cash Balance Adj)
146	Bad Check Reversal -Short Form (Returned Check)
147	Misapplication Reversal - Long Form
148	Bad Check Reversal -Long Form (Returned Check)
149	Advance from line of credit (HELOC)
152	Late Charge Assessment
156	Sold-Servicing Released (Tran 058 on Edits)
160	Interest on Escrow
161	Escrow Advance
162	MIP / PMI Refund Deposit
163	Hazard Insurance Refund Deposit (Also 063)
164	Tax Refund Deposit (Also 064)
165	Lien Refund Deposit (Also 065)
166	Special Deposit to Escrow
167	Deposit of HUD-Assistance/Subsidy
168	Reimbursement of Escrow Advance
169	Restricted Escrow Deposit
170	Initial Escrow Deposit, Closing Interest, Buydown
171	Coupon Payment
172	Modified Payment
173	Irregular/Non-Coupon Payment
174	Payment from Esc-Irregular Pmt generated from tran 073
175	Principal Curtailment - Interest generated from tran 073
179	Special Optional Insurance Payment or Reversal
181	toan Paid in Full (cash)
182	Loan Removed through Foreclosures (non-cash)
183	MBS Pool Settlement (Foreclosure) Internal Audit
	D200 Yersentian Code: 2400

(82\00009496.00CX. 1/12/2011)1 -- P309 Transaction Codes\_3400 12/28/10

Code	Description
301	Miscellaneous Escrow Disbursement
302	Refund Subsidy/ Assistance to HUD
303	Replacement Reserve Disbursement
304	Restricted Escrow Disbursement
305	Escrow Disbursed To Mortgagee (Bank)
306	Surplus Escrow Refund To Mortgagor (Customer)
307	Escrow Disbursed To Mortgagor (Customer)
310	Mortgage Insurance Disbursement (MIP / PMI)
311	Consolidated Tax Disbursed (School)
312	County Tax Disbursed
313	City/Town Tax Disbursed
314	Combined City/County Tax Disbursed
315	Water/Sewer (Washington), Sewer (Hamilton Twp)/Condo
316	VIIIage Tax Disbursement
317	Front Foot Tax Disbursement
318	County/City/School - Combine Tax Disbursement
319	Utility Tax/ <u>Mud Tax Disbursement</u>
320, 01	Added Assessment NJ Disbursement
320, 02	Interim County Tax (All Other States)
320, 03	Interim City Tax (All Other States)
320, 04	Interim School Tax (All Other States)
320, 05	interim Land Bill (All Other States)
321	County, City, School, Utility (Combined)
322	County, Utility (Combined)
323	County, School (Combined)
324	City, Utility (Combined)
325	City, School, Utility (Combined)
326	School, Utility (Combined)
327	County, School, Utility (Combined)
328	City, School (Combined)
329	Logic Line for computer to computer tax
351 .	Hazard Premium Disbursement (Primary Policy)
352	Flood Insurance Disbursement
353	Insurance Disbursements (other policy) defined by Client
354	Earthquake or Other Insurance Disbursement
355	Other Insurance Disbursement (defined by Client)
493	Interest Rate Change on ARM Loan

[82\00009496.DOCX. 1/12/2011]2 - P309 Transaclion Codes\_3400 12/28/10

·	
<u>Code</u>	Description
601	Miscellaneous Corporate Advance Disbursement
630	Attorney Fees
631	Property Inspection/ Preservation
632	Attorney Costs
633	Miscellaneous
730	Deposit for Attorney Fees
731	Deposit for Property Inspection/ Preservation
732	Deposit for Attorney Costs
733	Deposit for Miscellaneous
999	The total unpaid balance at the beginning of the last bill cycle (HELOC)

[82\00009496.00CX. 1/12/2011]3 - P309 Transaction Codes\_3400 12/28/10

120.37

0.00

Exhibit A

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1 LATE CHARGE
1 LATE CHARGE 9759 A392928D 11-61-11 DATE VALVED **ዕ**ልተሄ 750'32 VHOMIA DATE Mount AKOUNT 03-27-12 120,37 08-16-12

240,74

1185

120,37

TOTALS

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RICHARD A GLYDDEN 1003 1507H PL 9B
DETIGIA LUCERO 1007 PATE
CODE DESCRIPTION ASSESSED AROUNT PATE UNIVER 10AVED AROUNT 6 PROPERTY INSPECT 07-27-11 13.00
6 PROPERTY INSPECT 09-23-11 13.00
6 PROPERTY INSPECT 09-23-11 13.00
6 PROPERTY INSPECT 09-04-12 13.00
6 PROPERTY INSPECT 09-04-12 13.00

Exhibit B

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13,00

TOTALS

39,00

26.00

0.00

OCT-16-2012 11:20

P.001



Attn: Payoff Department
425 Phillips Blvd.
Ewing, New Jersey 08618
PAYOFF STATEMENT AS OF October 16, 2012 ("Effective Date")

Richard A Glidden Leticia Lucero 1003 159th Pl SE Bellevue WA 98008

Property Address: 1003 159th Pl Sc Bellevue WA 98008

Loan No.: 0029259710 Original Loan Amount: \$ 391,000 FHA/VA/MI No.: Original Loan Date: 08-16-06 Loan Type: Conventional Investor No. P24 002 378090380

Statement forwarded to: 609-718-4718

IMPORTANT: Your payoff statement contains as many as three sections; each section may be multiple pages in length. If you are receiving this payoff statement via fax, please note that each section may be faxed separately. The quote to pay off your loan is contained in this first section (up to three pages in length); payoff instructions and important information axe contained in section two (two pages). Section three contains all other information relating to your payoff transaction that is not contained in the first two sections. To ensure that your payoff transaction is processed efficiently, please read the entire payoff statement and follow all instructions.

ATTENTION BORROWERS USING AUTOMATIC DRAFTING: Borrowers whose monthly payments are automatically withdrawn from checking/savings accounts using our Payment Drafting Program (automatic drafting) must instruct this office to discontinue automatic drafting at least fifteen (15) business days before the next scheduled withdrawal by sending a written notice to: Drafting the next scheduled withdrawal by sending a written notice to: Drafting Department, PO Box 77417, Ewing, NV 08628. Failure to comply may result in continued withdrawals. Please call 877-680-5583 should you have any questions.

XP161~FG 048 AXG

OCT-18-2012 11:20 P.002

Richard A Glidden Leticia Lucero 0029259710

Statement of amount necessary to pay loan in full on or before 11-16-12.

Interest Rate: 6.25000%	Interest Paid to: 05-01-11
Present Principal Balande: Interest to 11-16-12: Esgrow Overdraft:	\$ 366,802.76 35,342.95 2,620,14
Subtotal of Amount Secured by Security Instrument:	\$ 404,765.85
OTHER CHARGES Accrued Late Charge: Recording Fee ; Fees And Costs ; Miscellandous Fees Due; *	120.37 72.00 2,024.25 13.00
Other Charges Sub Total:	2,229.62
Total Due:	\$ 406,995.47

\* Itemization of these amounts is available upon request. Please call 1.877.680-5583 to request an itemization.

11-16-12 has been provided as the proposed closing date. If funds are received after 11-16-12 include an additional amount of \$ 63.68 per Day.

If the current month's payment or payoff is not received within 15 days of the due date of the next payment, a late charge in the amount of \$ 120.37, in addition to the amount shown above, must be remitted.

XP161-FG 048 AXG

OCT-16-2012 11120 P.003

Richard A Glidden Leticia Lucero 0029259710

# LOAN PAYOFF INFORMATION

# GENERAL INSTRUCTIONS AND CONDITIONS:

ALL PAYOFF FIGURES PROVIDED ARE SUBJECT TO CLERICAL ERROR CORRECTION AND FINAL AUDIT.

The borrower must pay all interest that accrues and/or fees that are assessed after the Effective Date.

In the event a payment reflected in this payoff statement is reversed due to a dishonored or returned check, there will be a charge not to exceed the amount permitted by law.

Please note that the required payoff amount may change if a payment is returned, or if late charges or escrow advances occur on or after the Effective Date of this statement.

Since amounts may change, we recommend that you contact our office to verify payoff figures prior to remitting funds.

IF THE LOAN IS DELINQUENT, IN FORECLOSURE OR BANKRUPTCY, this office must be contacted at least 48 hours prior to payoff in order to allow us sufficient time to verify the correct amount necessary to satisfy the loan.

#### REMITTANCE OF FUNDS:

Payoffs are not posted on weekends and Holidays. Interest will be

added to the account for those days.

Payoff funds in excess of \$5,000 must be in the form of a wire, certified funds, cashler's check, money order on an attorney's trust cheak.

Funds in the amount of \$5,000 or less may be paid by personal check, payoff remittances (wires or checks) received in our office after 2,00 p.m. Er will be processed the following business day.

payoff remittances of less than the full payoff amount due will not be applied and interest will continue to accrue until the full amount is received. We will attempt to notify the sender of the amount of the shortage. If the shortage amount is not received within 48 hours of our initial receipt of the funds, the entire remittance may be returned.

If we must reverse the receipt and application of funds due to an error in the payoff request, a \$200.00 handling fee will be assessed.

#### PAYMENT BY WIRE:

Our preferred method of payoff remittance is by wire transfer. Funds should be wired to CENLAR FS PRINCETN, TRENTON, NJ. ABA Nbr. 231271365/Payoff Bank Acet. Nbr. 3000001027.

The wire must include the borrower's name, loan number, and the notation ATTENTION: PAYOFF DEPARTMENT. A contact name and phone number of the originator of the wire should also be included.

OCT-16-2012 11:20 P.003

Richard A Glidden Leticia Lucero 0029259710

#### PAYMENT BY CHECK:

Include the borrower's name and loan number on the check. Also, include a contact name and telephone number. All checks should be made payable to the name appearing on the first page of this statement and sent to the following address; Payoff Department, 425 Phillips Boulevard, Ewing, NJ 08610.

#### ESCROW ACCOUNTS:

If we escrow funds for payment of charges such as real estate taxes and hazard or flood insurance, we will continue to make required diabursements from the escrow account for escrowed items until our

application of the payoff remittance to the borrower's account.

If an estrow disbursement creates a shortage in the ascrow account and causes us to advance our funds, the amount of the advance will be added to the amount due and must be paid at time of payoff.

We will attempt to notify the sender of any payoff shortage created by

evorow disbursements. Once a loan is paid in full, no further disbursements will be made for escrowed items. Following payoff, we will conduct a final review of the escrow account. You will be notified if additional funds are due; otherwise any excess funds will be returned.

#### DATE CHARGES!

Until a loan is paid in full, late charges will continue to accrue as permitted by law for any monthly payment that is due but not received by the late charge assessment date.

# ADDITIONAL PAYOFF STATEMENTS:

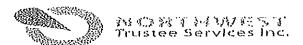
We will charge a fee, as permitted by law, for each additional payoff statement generated or for priority delivery of each statement. The amount of the fee varies by state and by loan type. Please contact us for the amount of the fee.

MAILING ADDRESS CHANGE: Please provide the mailing address to which original loan documents and any escrow refund should be returned.

# DOCUMENT CANCELLATION:

Satisfaction documents will be sent directly to the recording office for cancellation or reconveyance.

XP162-FG 028 AXG



13555 Sh 36th St., Suite 100, Bellevue, WA 98006

November 14, 2012

Richard A. Aliddon 1003 159th Piace Southeast Bellevue, WA 98008

Re:

Borrower:

Loan No.: Our File No.: Glidden, Richard and Lucero, Letleia

0029259710 7367.21314

# Dear Borrower(s):

This letter responds to your request for reinstatement figures good through November 15, 2012. The process of foreclosure requires the trustee to complete certain tasks according to a schedule set by state law. The trustee may be required to complete some of these tasks between the date of this letter and the date through which you have asked this quote be offective.

To insure that the figure that we provide will still be valid on the last date this quote is effective, we must include some fees and costs that we anticipate will be incurred shortly, but have not notually been incurred as of the date of this letter. Also, the trustee uses third party vendors to complete some of the required tasks. To the extent we have not yet received invoices from those vendors for services provided, some of the announts described below could be estimates of the actual fees or costs incurred.

If you pay the amount listed below on or before the date provided, your account will be reconciled to insure that only the exact amounts due are collected. To the extent any amount made payable to the trustee exceeds the actual amount due to the trustee, a refund of that overage will follow. To the extent any refund due should be delivered to any address other than the property address, please be sure to include that information with your payment.

#### Instructions for reinstatement are as follows:

- 1. Funds must be received in our office no later than 12:00 noon on November 15, 2012.
- 2. Funds must be in the form of a cashier's check or money orders (cortified funds only).
- 3. The check(s) MUST BE MADE PAYABLE to Centur FSB for \$47,979.82. Be sure to include borrowers name and loan number.
- The check(s) MIUST BE SENT to Northwest Trustee Services, Inc. 13555 SE 36th St., Suite 100, Bellevue, WA 98006.
- 5. No partial payments will be accepted.
- 6. Only cashler's checks or money orders will be accepted. No trust account, escrow and personal checks will be accepted.
- 7. To help facilitate a prompt refund, should one be due, please be sure to advise the trustee of any alternate address to which you would prefer monles be delivered.

The amount required to reinstate the above-referenced loan is as follows:

	Payments	\$49,301,69
	Lato Charges	\$120.37
	Property Inspection	\$13.00
	Suspense	(\$3,047,74)
	Trustee Pees	\$612.50
08/27/2012	Notice of Default Posted	\$70.00
08/27/2012	Notice of Default Mailed -Required by Statute	-30 Day Notice \$20.00
09/10/2012	Trustee Sale Quarantee Received	\$890,00
	Total amount required to reinstate	
	ns of November 15, 2012	\$47,979.82

For reinstatement tendered to the trustee, lenders typically require the trustee to remit all monles tendered, including the trustee's fees and costs, to the lender. Less typically, lenders allow the trustee to withhold its fees and costs and remit to the lender only the amounts due the lender. If the trustee is required to remit all monles to the lender, the trustee will reconcile the payment with the netual trustee fees and costs then due, inform the lender of any overpayment of fees or costs, and ask the lender to refund any amounts overpaid directly to the person submitting payment to reinstate the loan. If the trustee is allowed to withhold its fees and costs from remittances to the lender, the trustee will reconcile the payment with the actual trustee fees and costs then due, and promptly deliver a refund of any amounts received over and above that necessary to pay its fees and costs.

If you will be unable to submit funds on or before the above date and time, you must contact our office for updated figures.

By delivering this quote, the lender does not waive its right to enforce any and all remedies afforded by law or the loan documents including, without limitation, its right to enforce due on sale provisions. Absent the written agreement of the lender or trustee, the forcelosure will not be put on hold. Percelosure activities will proceed until all defaults are cured.

Thank you and feel free to call the trustee with any remaining questions or concorns.

Vory Intly yours, NORTHWEST TRUSTHE SERVICES, INC. Heldemark Danseglio 425-213-5539 Forcelosure Department

Pursuant to the Fair Debt Coffection Practices Act (15 U.S.C. Section 1692), this is an attempt to collect a debt and any information obtained will be used for that purpose.

Central Loan Admin & Reporting CO Box 211091 Eagan, Hit 05121



10/22/09

#B\YNDXCT #3000020250710104#

RICHARO A OLIDDEN LETICIA LUGERO 1003 1697N PL SE BELLEYUE VA 98008

1333160.00

LOAN NO: 0029292710 www.loansaninistration.com TOLE FREE 1-877-880-883

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# тивнатате этизатовки тилхоод може зтатемент

As you know, we are required to maintain an exercy account which is used to pay your real estate taxes and/or insurance pressure. This account nust be analyzed annually to determine whether enough funds are being collected nonthly, and whether the account has a shortage or surplus based on the anticipated

PRESENT LOAN PAYHENT

Your prosont payment consists of Principal & Interest (P&I) 12,407,46

Express Corporation 1,108,09

Optional insurance 10,000 Othor Buydown/Assisiance Paymoni 10,00

Yotal Loan Payment

\$2,713.54

These are the escrevitors we anticipate we will collect for or payon your behalf in the upcoming famount period. The deliar encount shown may be the last encount soundly paid for that first, or may project the next amount why as deliard by fudgral law. Daked on these anticipated disburscents, the amount of your oscitor dabbait is deliculated and displayed here.

Bills due in the upconing years COURTY TAX

Total Antiolpoted Annual Dishursementer

10,022.85 One-Tuelfth/Honthly Amounts

1020.80

The following eletonout of notivity in your aggrey secount from 08/00 through 11/09 displays secusing activity as it encoured in your escrew secount during that period. If you received fedount Projections with a prior analysis, they are included again here for comparison.

Projected Exercise Projected Exercised Action Actual Esercises Residence Res gtaell \$1,893,05 2,226.11 1,203.43 159.62 Beginning Balanco 

A G O O U H Y PROJECTION S

The following estimate of activity in your escrew account from 12/09 through tiffe is provided for your information. All payments we anticipate receiving as well as disbursesents we anticipate neiting on your behalf Arc included, along with the projected factory Account Balance, derived by carrying forward your courrent actual escrew balances. The Required Cource Account Balance displays the amount actually required to be on hand as specified by federal law, thate law and your loan deducates, and any include a cushion of up to 1/01 to your Angual Octabursenants. Please retain this statement for comparison with the return activity in your account at the end of the next escrew account computation year.

\*\*\* CONTINUED ON REVERSE SIDE \*\*\*

SHORTAGE

Hant: RICHARD & GLIDOLH LILIOLA LUCERO

Loan Number: 0029269710

Shortage Angunt: 1893.23

If you choose to pay your esercy shortage of \$603.23 in full, your new loan payment should will be \$2,734.34. Slease include your loan number on your check and make it payable to central toan Admin & Reporting and send to:

Central Loan Admin 4 Reporting 9.0. Box 11733 Nawark NU 07301-4733 Madaladidinallialidadidinallialidadid

30000272577100 00050323

# · · CONTINUATION · ·

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Fabruary	326.89			1,459,00	1,981,31
Haroh	325.89	1,202,38	R.E. TAX	552.09	1,018,32
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important note to our Autonatio Oracl Customorat. Any additional principal deductions you have proviously authorized are not included in the above listed new paydent amount. However, until we are otherwise advised, the authorized additional principal anount will continue to be withdrawn from your account.

8aginning

Hen Losn Payment

Should you have any quostions about this Esdrov Analysis, plassa call our dustanor Service Department toll-from at 1-017-080-0500.

13/01/09

\$2,770.28

Control topo Admin & Reporting po dox 221091
Eagan, BN 56121



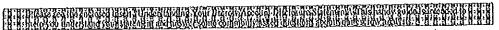
05/28/10

#BWNDXOT #3000020269710054#

BEEFFANG Y GETIOPER 16 TE HEGST COOT 16 HEGST COOT

to morning

LOAN NO: 0020269710 www.loanauninistration.com TOLL FREE 1-877-880-8583



# ANNUAL ESCROW ACCOUNT DISCLOSURE STATEMENT

As you know, we are required to maintain all escrew account which is used to pay your real estate taxes and/or insured a provious. This second nust be analyzed annually to determine whether enough funds are being collected againly, and whether the eccount has a shortage or surplus based on the anticipated autivity.

PRESENT LOAR PAYHERT
Your procent payment consists of; Principal & Interest (P&I) \$2,407.45 teorou Caporatt \$100.00 \$100.00 \$100.00 \$100.00 Olhor sunch payment 10.00 Loses

Yotal Loan Payment

\$2,770.28

ANTIOIPATED AHRUAL DISBURSTHENTS

These are the exercy flors we anticipate we will collect for or pay on your behalf in the upcoming 12 month puried. The dollar anount shown may be the last amount solually paid for that flor, or may project the next amount due se defined by federal law. Based on these anticipated disbursoments, the amount of your escrey deposit is calculated and displayed here.

Affia due in the upocaing years COUNTY SAX BAZARO ENS

Yotal Anticipated Annual Disbursoments:

19,817,89 One-Twollth/Honthly Accounts

\$203.14

A C O U H Y H I S Y O R Y

The following statement of activity in your approx account from 19/09 through lifto displays actual activity as it accounted in your opened account during that paried. If you received account Projections with a prior analysis, they are included again here for comparison.

georp	Payro 20199199	69199 <u>]</u>	\$50188749" 98789		5859 6607 Per 5859 6607 Per 5869 February Per	inoj gajanea Itoal Eacton
				loginning Balanca	1050.78	\$207,41
Documber	328.89	326.89			920,61	\$24.30
ABUASTA .	326.89	326.80			1,307.53	861.19
fobruary	318,89	368.83 4			1,031.42	1.230.02
Hareh	328.89	068.87 4	1,047.5	2 . R.E. TAX	(,181,3)	250.93
April	328.89	368,83 1	1,232,00	* 8,5, 14%	1,086,27	619.78
Hey	120.89	468,83 1			1,002.21	984.60
June	326.89				1,709,10	989,69
July	326,80	ı			2,036,99	.00
λυαυει	\$25,89	1			\$,362.68	.00
September	328.89				2,639.77	. 00
1000100	328.89		1,030,77	ı R.E. TAX	1,883.89	.00
11-1-0-6	326.89		1,359.00	# HARARO ##\$	060.78	.00
	f 1 backdo a	a annual lar	t epnotolith a sarcoil	ivison bospelora nor	ly althor in the	) BHOUDE OF

An esterisk (1) basido an prount indiastes a difforance from projected hotivity atthor in the exount the date.

Lest your to anticipated thei Disbursements would be used from your Escret Account during the period equaling 19,922.49. Under federal Law, your lovest monthly belance should not have exceeded se or 1/8th of total anticipated payments from the aucount, unless your lean contract or Stote Law.

" CONTINUED ON REVERSE SIDE "

SHORTAGE

Hane: RICHARD & GLIDDEN LETICIA EVOERO

Lean Humbort 0024269710

Shortage Anounts \$201.76

if you choose to pay your exercis shortage of \$301.78 in full, your new loan payment enount will be \$2,700.89. Please include your loan number on your check and take it payable to dentral Loan Adain & Reporting and send to:

Control toon Admin & Reporting P.O. Box 11733 Heverk HJ 07101-4733 Maddantiallabeltaantilladatia

30000242597100 00030176

#### · CONTINUATION ·

absoltion a lover shount.

A C C O U H T PROJECTIONS

The following obtainto of Activity in your eserce account from offic through 00/fit is provided for your information. All paymonts we anticipate moselving as well as districted to included, slong with the projected Esercy Account Belance, derived by carrying forward your behalf are included, slong with the projected Esercy Account Belance displays the shount actualty required correct account account account account as an account and an account of the content of the cont

Beoth	Ant laipa'	ted Arount _From_529794	09192193190	"Çöböng" gatabba Loloteq etaton	gedono? Balaned gedono? Balaned
		Bat	Jinning Balanco	1988.59	\$ 1,200.35 1,613,19
July	290.14			1,281,73	1.676.62
Augus i	293.14			1,974,87	2,169,77
september	292, [4			1,908,01 200,38	1, 102, 14
volobor	293.14	1,430,73	R.E. TAX	284.62	546.29
Hovoaber	293, 14	839.00	HYSYNO SHE	317.66	679.12
040enber	293,14			410.80	1, 172.58
Jenvary	202.54 292.54			1,163,94	1,465.70
FODCUARY	293.14			1,457.08	1,758.84
Haroh	292,14	1,947,02	R. C. JAX	403.30	704.05
Yerlj	193,14	*******		695.44	997.20
Иау	203.14			988.60	1,290,34

June 200.14

June 200.14

Account Balando as of 00/00/10 is 1980.59, Your Required Doyinning Esorau

Balance according to this analysia should be \$1,280.08.

This means you have a Shortage of \$301.76. Per federal law, the electage may be collected from you over
12 worths or here onless it is loss than i wonth's deposit. If so, we may require payment within 30 days.

We will collect the shortage over 12 menths.

	8 € 9	LOAN PA	<u> </u>
Your now payment consists of	i Principal & 1 Escray Osposi Octioiensy/\$h Optional Insu	\$2,407.48 \$293,14 \$25,15 \$0.00 \$0.00	
Lossi	Olhor Buydavn/ks:i=	tanes Payment	10.00
How Loan Payment	8ag (nning	07/01/10	12,725.74

Inportant note to our Automotic Orall Cysteners: Any additional principal deductions you have previously authorized are not included by the above tising next payment arount. However, until ye are otherwise advised, the authorized additional principal amount will continue to be withdrawn.

Should you have any quartions about this feorox Analysis, please call our quatemer service department toll-free at 5-377-680-5589.

Central toph Administration & Reporting PO Cox 21(09) Eagan, NN 95521



05/20/11

#BWNDXCT #3000020289710084#

RICHARD A QLIDDEN LETICIA LUCERD 1003 159111 PL SE BELLEYUE VA 98008

समामाद्यक

LOAN NO: 0029289710 www.loanaddiniatration.com 18LL FREE 1-677-680-5583

THE PART OF THE PROPERTY OF TH

#### YIGHTATE BRUGGLOSKI TRUCCOA WORDER JAURINA

As you know, we are required to naintain an ascrow account which is used to pay your rost datate taxes and/or insurance prantune. This account nucl be analyzed annually to daternine whether enough funds are being collected accountly, and whether the account has a shortage or surplus based on the anticipated activity.

Yotal Loan Payment

\$2,728.74

ARTIGIPATEO ARRUAL DISBURSERERTS

These are the accrew tiens we inticipate we will collect for or pay on your behalf in the upcoming 12 nonth paried. The dollar amount shown day be the last amount satually paid for that item, or may project the next amount due as defined by fodoral law. Hased on these anticipated disburgatents, the amount of your userow dappell in solunteed and displayed here.

allis due in the upcoming yours COUNTY TAX \$2.832.5 HAZARO EHS \$937.5

Yotal Antioipated Annual Disbursements:

13,789.10 Qno-Twolfth/Monthly Amount:

1314.10

ACOONTY HISTORY

The following statement of sativity in your everow account from 07/10 shrough 08/11 displays solved activity as it occurred in your escent secount during that period. If you received Account Projections with a prior analysis, they are included again here for compeniate.

Benth	Payro 8c91993ad		oerudelo beleelerg		voses hebeelerq 1 eggele <u>e</u> loueeed	Vofori Eraton
				Boginning Balan	co \$1,290.09	11,308.14
JULY	293.14	3 (8.29 1			1,583,49	1,624,43
Auguet	293,14	317.55 1			1,876.63	1,941,98
\$401611000	293.14	317,56 1		1.011.91   R.E. TAX	2,189.77	911.62
Oatober	292.14	317.56	1,330.77	R.E. IAX	1,132,14	1,229,17
Novembur	293.14	317.66	829.00	211 dakskii + 00.5ce	646.28	603.72
Ogoopbar	293.14	217.63 (			879.42	917,27
	293, [4	317.55			1,172,56	1,244,82
January	293.14	317.55			1.465.70	1,562.37
fobruary	293,14	211140 .		1,434.28 ) R.E. IAX	1,758.84	78.09
Haroh			1,347,92	r R.E. YAX	704.09	38.09
April	193,14		11041138	ć (12)	993.20	714.67
Язу	290.14	636,60		į	1,290,34	1.032.96
duna to astralit	193,14 5 (1) barida 1	3 \$5,616 Anguat Ide	NA A AREADIA	otanoa (tau brolaofaq 1		
VII 0 2 2 0 2 1 4	, , , , , , , , , , ,		augh fodiowto	- that the navendt on d	Libratorent has no	si vai acoursad.

An associan is osside an anount indicates a dispersion from projected activity assets. In the advoid of the date. The letter F beside an amount indicates that the payment or dispursonent has not yet convired, but is estimated to occur as shown, that year we anticipated that Dispursonents would be node from your Escrey Account during the paried equaling \$3,817.69. Under Foderal Law, your lovest nonthly balance should not have exceeded \$506.58.

... CONTINUED ON REVERSE SIDE ...

SHORTAGE

Hanas RICHARD & OLIOOH)

Offeeterno inadeus naol

Shortaga Anount: \$309.65

if you choose to pay your exercu shortage of 1309.86 in full, your new loan payment adount will be 12,721.88. Please include your loan number on your check and make it payoble to Central Loan Administration & Apporting and sold to:

Central Loon Administration & Reporting P.O. Box 14732 Newsck NO 07104-4733

30000292597100 00030965

# " CONTINUATION "

or if6th of total antiotpated payments from the adocumt, unless your loan contract or State law apporifies a lover anount.

A O C O URITER OF TIORS

The following estimate of activity in your exercit account from O7/51 through 06/12 is provided for your information. All payments we anticipate receiving as vall as distursments we anticipate daking on your behalf are included, slong with the projected feerow Account Salance, derived by earrying forward your current social states belong. The Required feerow Account Salance derived the account social receiving and your loss account social receiving required to be on hand as specified by Federal law, State law and your loss decounds, and any include a cyshiom of up to 1/6th of your Annual Disburgasents. Places retain this statement for comparison with the actual social social

82036		LECON ESOESR	rellalared	_9205ñDj_gajabað Leoloofog Eacech	Required Esorov REDBIAR_IDVER
•		Đe:	oonefeB painnin	\$1,032.98	\$1,042.61
duly	214, 10		-	1,747.06	1,058.71
Avoval	214, 10			1,665,16	1,970,81
\$aptonbur	314.10			1,975.29	2.284.91
0010040	214, 10	1,247,91	R.E. FAX	941,45	1,251.10
Hovenber	314.10	837.00	HAZARO IUS	318,65	426,20
Deasaber	214.10		,	532.86	942,30
gaugath	314,10			918.76	1.256,40
Fabruary	414,10			1,200,65	1;570.SQ
Hargh	314.10			1.574.95	1,444,60
	214, 10	1,494,28	R.C. TAX	404,77	714.42
April	214.10	,,,,,,,,,		710.87	1,029.02
Hay	314,10			1.032.97	1,242,02
Juna	914, 10		PIANIE IA EL		ed Boolanina Esaca

who 314.10

Your Projected Escrey Account Delence as of 08/30/11 is \$1,032.93. Your Required Depinning Escrey

Balance schoolding to this enalysis should be \$1,042.81.

This means you have a Shortage of \$309.88. For foderel law, the shortage may be callected from you over

12 houther or sore unless it is last than 1 nouth's deposit. If so, we may require physical within 30 days.

Vo vill collect the shortage over 12 denths.

	H E M	LOAN PA	YHEHT
Your now payment consists of	Principal & I	ntorost (P&I)	12,407.45
	Escroy Popost	l ortopo/surplus	\$234,50 \$25,46
	Optional that		10.00
	Other		10.00
Less:	#1 F E Y \	lanco Payment	10.00
How Loan Paymont	Baylanind	07/01/11	\$2,747.35

Inpartent role to our Avignatio Oract Customors: Any additional principal deductions you have previously authorized are not included in the above listed new payment-account. However, until ve are otherwise advised, the authorized additional principal account will continue to be withdrawn from your account.

Should you have any questions about this tracov Analysis, please call our custoner Service Department toll-free at 1-877-680-6883,

0029259710 FO



RICHARD A GLIDDEN LETICIA LUCERO 1003 159TH Ph SE BELLEVUE, WA 900080000

October 12, 2012

Dear Customer,

222

As requested, enclosed is a copy of your loan history. Maded balow are definitions for the column headings you may wish to review.

2.

If you have any questions, please feel free to contact us. Sincarely,

Customer Service Department

877-680-5583 · www.lounadministration.com

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CUSTOMER ACCOUNT ACTIVITY STATEMENT
                                                                                                  DATE 10/12/12
                                                                                                          PAGE
red by geb
                                              LISTED BELOW IS THE ACCOUNT ACTIVITY
FOR YOUR LOAN. IF YOU HAVE ANY QUESTIONS
ABOUT THIS INFORMATION PERASE CONTACT:
CENTRAL LOAN ADMINISTRATION & REPORTING
P.O. BOX 77404, EWING, NJ 08628
COSTOMER ACTIVITY STRTEMENT.....
RICHARD A GUIDDEN
 LETICIA LUCERO
1003 159TH PL SE
Bellevué
                               00000 AM
LOAN NUMBER: 0029259710
  DATE TOTAL PRINCIPAL LOAN CURRENT PAYMENT & INTEREST INTEREST PRINCIPAL ESCROW
                                  PRINCIPAL
& INTEREST
PAYMENT
 PAYMENT
                     Payment
 DUB AMOUNT PAYMENT RATE DALANCE BALANCE 6-01-11 2,725.74 2,407.45 6.25000 356,002.76 2,620.14-
06-01-11
ACTIVITY FOR PERIOD 01/01/10 - 10/11/12

PROCESS DUB TRANSACTION TRANSACTION OF TRANSACTION OF TRANSACTION

DATE DATE CODE DESCRIPTION OF TRANSACTION
  TRANSACTION PRIN. PAID/ BSCROW PAID/ OTHER NOUNT BALANCE INTEREST BALANCE AMOUNT CODE/DESCRIPTION
10-02-12 06-11 161 RECROW ADVANCE
1,495.79 0.00 0.00
1,0-02-12 10-12 312 COUNTY TAX
                                                        1496,79
                                                        1495.79.
2620.14- NEW PRINCIPAL/ESCROW BALANCES
                                             0.00
                             0,00
     1,495,79-
09-28-12 06-11 173 PAYMENT
1,523,87
09-20-12 00-00 601 MISC. CORPORATE DISBURSEMENT
09-10-12 00-00 601 MISC. CORPORATE DISBURSEMENT
                        0.00 0.00 0.00

601 MISC. CORFORATE DISBURSEMENT
0.00 0.00 0.00

182 LATE CHARGE ASSESSMENT
0.00 0.00 0.00
          25.00
08-16-12 06-11 182 LATE CHURCH ASSESSMENT OF 0.00 0.00 0.00 0.00 07-18-13 06-11 169 REPAY OF ESCROW ADVANCE 0.00 1591.06-
                                                                          120,37-1 LATE CHARGE
                                                        1591.06- 1,591.06
                             о.00
тишихач б
              00
06-11 173 PAS
0.00
            0.00
07-18-12
0.00 0.00 0.00 0.00 1891.06 1,124.35 NBT
                                                                       1,591.06-
NEW PRINCIPAL/ESCROW BALANCES
0.83 0.00 0.00
04-04-12 06-11 161 ESCROW ADVANCE
1 1,495,80 0.00 0.00
                                                             0.00
                                                        1495.00
```

req by GZI	3	Custoner	ACCOU	t activity e	тизнент		DATE 10/12/12 PAGE 2	
RICHARD A LOAN NUMBE	GLXDDI R: 00:	in 29259710						
PROCESS DATE	DUE DATE	ACTIVITY FOR TRANSACTION CODE	PERXOR	Transacti	:0X		effective date of transaction	
		PRIM, PAID/ BALANCE IN	eerkst	BALANCE	AMOUNT CO	DE/1	Pescription	
1,495. 3-27-12	80- 06-11	0,00 173 PAYMENT	0.00			\$9Ľ/E	scrow dalances	
3-27-12	00~00 66~ 06~11	745 CORP. AC 0.00 173 PAYMENT	ариаус 00.0	THENTEUVOK 00.0	17,66.	PROP	виту інэрестіон	
3-27-12	06-11	169 Repay of 0,00 173 Payment 0,00	0.00	507.47	120,37 1	LATI	CHARGE	***************************************
318, 1-31-12 310,	29 06~13 29	0.00 273 PAYMENT 0.00	0.00	0.00	318.29 310.29	71.67 13	03-08-12 01-30-12	
310, 1-20-11 310, 1-16-11	29 06-11 29 06-11	0.00 273 Payment 0.00 152 Layb Chi			318.29 318.29 120.37×1	Late		
1-03-11 950, 1-03-11 968,	06-11 00 11-11 00-	161 BSCROW P 0.00 351 HAZARD 1 0.00	ADMAYO. 0.00	950.00 YMARY POLICY 958.00-	)			
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PAID/ AMOUNT BALANCE INSTANCE  ACTIVITY FOR TRANSACTION DATE CODE  TRANSACTION PRIM. PAID/ AMOUNT BALANCE INSTANCE  A-04-12 04-12 312 COUNTY 9  1,495,80- 0,00  3-27-12 06-11 173 PAYMENT 0,00 745 CORP, AN 17,66- 0,00  3-27-12 06-11 173 PAYMENT 0,00 0,00  3-27-12 06-11 168 REPAY OR 0,00 0,00  3-27-12 06-11 173 PAYMENT 0,00 0,00  3-27-12 06-11 173 PAYMENT 0,00 0,00  3-27-12 06-11 173 PAYMENT 318,29 0,00  1-31-12 06-11 173 PAYMENT 310,29 1,000  1-31-12 06-11 173 PAYMENT 310,29 1,000  1-16-11 06-11 173 PAYMENT 0,00 0,00  1-03-11 06-11 162 LAYB CHA 0,00  1-03-11 11-11 351 HAZARD I 969,00- 0,00  0-27-11 06-11 173 PAYMENT	RICHARD A GLIDDEN  JOAN NUMBER: 0029259710  ACTIVITY FOR PERSON PROCESS DUE TRANSACTION DATE DATE CODE  TRANSACTION PRIN. 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DATE 10/12/12 PAGE 5 CUSTONER ACCOUNT ACTIVITY STATEMENT яхо ии оля RICHARD A GLIDDEN Loan Number: 0029259710 ACTIVITY FOR PERIOD 01/01/10 - 10/11/12 TRANSACTION TRANSACTION EFFECTIVE DATE PROCESS DUE OF TRANSACTION DESCRIPTION adod DATE DATE ------TRANSACTION PRIN, PAID/ AMOUNT BALANCE INTEREST ---- 1316 Y -----RECROW PAID/ AMOUNT COPE/DESCRIPTION 06-10-10 07-10 172 PAYMENT
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Richard a Glidden Leticia Lucero 1003 159th PL SE Bellevue, Na 900080000

October 12, 2012

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August 18, 2009

#### NOTICE OF ASSIGNMENT, SALB OR TRANSPER OF SERVICINO

RE: Taylor, Bean & Whiteker Montgago Corp. Loan Number: 0001327541 Central Loan Adulmistration & Reporting Loan Number: 0029259710

Dear Mortgagor(s):

You are hereby notified that the servicing of your montgage loan, that is, the right to collect phymons from you, has been exsigned, sold, or thunstered from Taylor, Bean & Whinker Marigage Corp. to Centuri BD divid Centual Loan

Administration & Reporting effective August 12, 2009. The transfer of the servicing of your montgage from dues not offeet any term or condition of the montgage instruments, other than terms directly related to the servicing of your loan.

Your present services is Taylor, Dean & Whitaker Mungage Corp. If you have any questions regarding the transfer of servicing from your present services cell Taylor, Bean & Whitaker Muntage Corp.'s Customer Service Department at (883) 225-2164, between 9:00 A.M. and 6:00 P.M. (617), Monday through Filday.

Central Loan Administration & Reporting will be your now servicer. The business addiesses for your new servicer are as follows:

Correspondence Address: P.O. Box 211091 Engun, MN 55121 New Services - Central Loan Administration & Reporting
Payment Address: Qua
P.O. Box 11733 P.O.
Nowark, NJ 07101-1733 Evi

ting Qualified Written Request: P.O. Box 77423 Ewing, NJ 08628

The tell free number for your new servicer is (327) 680-5583. If you have any questions related to the tunnsler of servicing to Central Lean Administration & Reporting, cell our Customer Service Department at (847) 680-5383 between 9:00 A.M. and 6:00 P.M., (BT) Monday through Pilday. Please have your loan number available when calling. You can also access your loan information or make a payment 24 hours a day, 7 days a week by logging onto ways, leantaidministration, com.

The date that Taylor, Bean & Whiteker Montgogo Cosp. stopped accepting payments from you was August 11, 2009. The date that Control Loan Administration & Reporting stated accepting payments from you was August 12, 2009. Send all payments due on or after that date to Control Loan Administration & Reporting. Attached is a temporary coupon to be used until you receive your new coupon book.

If your mortgage payment is currently using drafted by Tuylor, Bean & Whiteker Mortgage Corp. this soreles will be continued with Central Loim Administration & Reporting. If your payment tild not draft in the month of August it will be drafted by Central Loan Administration & Reporting by the end of the month. If you would like to stop your automatic draft, please contact Central Loan Administration & Reporting at least 3 Dusiness Days prior to your next scheduled draft. Please be ussueed that there will be no adverse reporting or action taken as a result of any delays.

If you would like to bught using our automatic drafting service, please complete the englosed authorization form and return it with a voided check or encoded deposit slip to the address indicated on the farm. When you select this option you have the added convenience of ploking your payment date (any day between the 1st and the tithiof each month). Because of the required load time to set up automatic deduction, it will be necessary for you to continue mailing your payments until you are notified when your drafting will begin,

If you are currently making your mortgage payment through a third-party entity (e.g., poverament altotment, biweekty, or bill-pay service) please take the necessary steps to advise them of your new foon number and change the payor to Central Loan Administration & Reporting, P.O. flox 11733, Nowark, NJ 07101-1733. In the event of a payment change, it is your responsibility to notify the third party of the new payment encount.

Central Lean Administration & Reporting also offers an alternative way to make your monthly payment called Mortgage Paybono. Please contact our Customer Service Department for more details.

Pleasy contact your homeowners' insurance company and ask that your 'mortgageo' ellipso be updated to read: Central Loan Administration. & Reporting, ISAOA, A'CINIA, P.O. Box 202028, Florence, SC 29502-2028 and have them reference the new loan number,

Puturo real estato tox bilis should be mailed to: Central Loan Administration & Reporting, 6053 S. Fashion Square Drive, Suliu 200, Murray, UT 84107. Property insurance bilis should be mailed to: Central Lean Administration & Reporting, P.O. Dox 202028, Florence SC 29502-2028. Please remember to include your new mangage loan account number on all correspondence.

You will receive one (1) Year-lind Statement from Central Loan Administration & Reporting that will reflect activity for the eather year of 2009.

If you durently have optional insurance, (accident and health, dirability, mortgage, or life) this insurance will be continued with Central Loan Administration & Reporting.

You should also be aware of the following information, which is set out in more detail in Section 6 of the Real Estate Settlement Procedures Act (RESPA) (12 U.S.C. 2605);

Durling the 60 day period following the office live date of the transfer of the loon servicings a foon payment received by your sold services before its the date may not be treated by the new loon sorvices as late, and a late fee may not be imposed on you.

Scotlon 6 of RHSPA (12 U.S.C. 2605) gives you certain consumer rights. If you send in qualified written request to your loan servicer concerning the servicing of your loan, your servicer must provide you with a written acknowledgment within 20 Business Days of receipt of your request. A 'qualified written request' is written correspondence other than notice on a coupon or other payment medium supplied by the servicer, which includes your name and account number, and your reason for the request.

Not later than 60 Dushiess Days after receiving your request, your loan servicer must make any appropriate corrections to your account, and must provide you with a written eladification regarding any dispute. During the 60 Bushiess Day period, your servicer may not provide information to a consumer reporting agency concerning any overdue payment related to such period or qualified written request. However, this does not provent the servicer from inhibiting foreclosure if proper grounds exist under the mortgage documents.

A Business Day is any day on which the offices of the business entity are open to the public for carrying on substantially all of its business functions. Section 6 of RESPA also provides for damages and costs for individuals or classes of individuals in circumstances where services no shown to have violated the requirements of that Section. You should seek logal advice it you believe your rights have been violated.

Central Loon Administration & Reporting looks forward to servicing your loan,

Sincerely,

Sinceroly,

Central Loan Administration & Reporting

Taylor, fivon & Whiteker Mungage Corp.

## **EXHIBIT 15**

Lucero v. Cenlar FSB, et al.

2:13-cv-00602-RSL

Deed of Trust and Note

When Recorded Return To:

Taylor, Bean & Whitaker Mortgage Corp. 1417 North Magnolla Ave. Ocala, FL 34476



[Space Above This Line For Recording Dala]

#### DEED OF TRUST

MIN: 100029500013275411

Grantor(s):

(I) Richard A Gildden

(2) Leticia Lucero (3)

(4)

(5) (6) OLD REPUBLIC TITLE LTD.

Grantee(s):

(1) Yaylor, Bean & Whitaker Mortgage Corp.

(2) OLD REPUBLIC TITLE, LTD

Legal Description (abbreviated); See Atlached Exhibit A.

Lot 1, BIKY (ake Hills No. additional legal(s) on page

Assessor's Tax Parcel ID #1 403680-0290-02

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is deted August 18, 2008 together with all Riders to this document.

(B) "Borrower" is Richard A Gildden and Leticia Lucero, husband and wife

Borrower is the trustor under this Security Instrument.

WASHINGTON—Single Femily—Panule MacPreddie Mae Uniform instrument

TEN 1816/L1 (0011)—NER\$

(Page I of 16 pages)

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"THIS PLAT IS FOR YOUR AID IN LOCATING YOUR LAND WITH REFERENCE TO SHEETS AND OTHER PARCELS. WHILE THIS PLAT IS BELIEVED TO BE CORRECT, THE COMPANY ASSUMES NO LIABILITY FOR ANY LOSS OCCURRING BY REASON OF RELIANCE THEREON."

20060818	001673.0	በ2

(C) "Lender" is Taylor, Bean & V Lender is a a Florida Corporation and existing under the laws of FL 1417 North Magnolia Ave, Ocala		organized , Lendor's address is
(D) "Trustee" is OLD REPUBLIC	TIYLE, LTD	
ecting solely as a nomineo for Lender this Security Instrument, MBRS is	io Registration Systems, Inc. MBRS is and Lender's successors and assigns. No organized and existing under the laws o 26, Flint, MI 48501-2026, tel. (888) 679	IERS is the beneficiary under f Delawars, and has an address
The Note states that Borrower owes I	ote signed by Borrower and dated Augu ender Three Hundred Ninety One T Dollars (U.S. \$391,000,00 bi in regular Periodic Payments and to p.	housand and no/100 ) plus interest.
September 01, 2036	•	
(G) "Property" means the property Property."	that is described below under the hea	ding "Transfer of Rights in the
(II) "Loan" means the debt evidence due under the Note, and all sums due	ed by the Note, plus interest, any prepa under this Security Instrument, plus inte	yment charges and late charges rest.
(I) "Riders" means all Riders to the Riders are to be executed by Borrowe	his Security Instrument that are executer follows as applicable):	ed by Borrower, The following
Adjustable Rate Rider	Condominium Rider	Second Home Rider
Balloon Rider	Planned Unit Development Rider	Other(s) [specify]
. 1-4 Family Rider	Biweekly Payment Rider	
(J) "Applicable Law" means all ordinances and administrative rules a non-appealable judicial opinions.	controlling applicable federal, state a and orders (that have the effect of law)	uid local statutes, regulations, as well as all applicable final,
(K) "Community Association Duck charges that are imposed on Born association or similar organization.	s, Fees, and Assessments' means all di ower or the Property by a condomit	nes, fees, assessments and other dum association, homeowners
check, draft, or similar paper instru- instrument, computer, or magnetic top credit an account. Such term includes	means any transfer of funds, other th iment, which is initiated through an is so as to order, instruct, or authorize a , but is not limited to, point-of-sale tran plione, wire transfers, and automated old	electronio terminal, telephonio i financial institution to debit or isfera, nutomoted teller machine
WASHINGTON—Sloglo Family—Fannie M 11814 1210412 (2011)—PERS	alfraddo Mac Uniform instrument (fase 2 of 16 pasca)	Porm 3048 Vol GREATILION William (1835 333 4971 OF 122 613 711 - 1131

"THIS PLAT IS FOR YOUR AID IN LOCATING YOUR LAND WITH REFERENCE TO SHEETS AND OTHER PARCELS, WHILE THIS PLAT IS BELIEVED TO BE CORRECT, THE COMPANY ASSUMES NO LIABILITY FOR ANY LOSS OCCURRING BY REASON OF RELIANCE THEREON."

- (M) "Escrow Hems" means those items that are described in Section 3.
- (N) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in Heu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.
- (O) "Mortgage Insurance" means insurance protecting Leader against the nonpayment of, or default on, the Loan.
- (P) "Periodic Payment" means the regularly scheduled amount due for (I) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.
- (Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. § 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.
- (R) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

#### TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MFRS (solely as nomines for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower invocably grants and conveys to Tustee, in trust, with power of sale, the following described property located in the Type of Recording Junistiction (Name of Recording Junistiction)

See Attached Exhibit A.

which currently has the address of

1003 159th Place SE

[Street]

Bellevue [Ciy] , Washington

98008 (Zip Code)

("Property Address");

WASHINGTON—Slagle Family—Famile Montreddio Mae UNIFORM INSTRUMENT

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(Page 3 of 16 pages)

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THUS PLAT IS FOR YOUR AID IN LOCATING YOUR LAND WITH REFERENCE TO SHEETS AND OTHER PARCELS, WHILE THIS PLAT IS BELIEVED TO BE CORRECT, THE COMPANY ASSUMES NO LIABILITY FOR ANY LOSS OCCURRING BY REASON OF RELIANCE THEREON."

TOGETHER WITH all the Improvements now or hereafter erected on the property, and all casements, appurenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the 'Property.' Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully selsed of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property,

UNIFORM COVENANTS, Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Ecorow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an Institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Biectronic Pands Transfer.

Payments are decined received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so wilthin a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal belance under the Note immediately prior to forcelosure. No offset or claim which Borrower night have now or in the future against Londer shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

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"THIS PLAT IS FOR YOUR AID IN LOCATING YOUR LAND WITH REFERENCE TO SHEETS AND OTHER PARCELS. WHILE THIS PLAT IS BELIEVED TO BE CORRECT, THE COMPANY ASSUMES NO LIABILITY FOR ANY LOSS OCCURRING BY REASON OF RELIANCE THEREON."

If Lender receives a payment from Borrower for a delinquent Periodio Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the

Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lander under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Morigage Insurance premiums in eccordance with the provisions of Section 10. These items are called "Escrew Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, If any, be escrowed by Borrower, and such dues, fees and assessments shall be an Pserow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender walves Borrower's obligation to pay the Funds for any or all Escrow Itonis, Lender may walve Borrower's obligation to pay to Lander Funds for any or all Escrow Hems at any time. Any such walver may only be in writing. In the event of such walver, Borrower shall pay directly, when and where payable, the amounts due for any Eserow Items for which payment of Funds has been waived by Lender and, if Londer requires, shall familish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Honower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower falls to pay the annount due for an Escrow ftem, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Scotlon 9 to repay to Lender any such amount. Lender may rovoke the waiver as to any or all Escrew Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Punds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Berrow Rems or otherwise in accordance with Applicable

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Bscrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds, Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RBSPA. If there is a shortage of Funds held in escrow, as

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"THIS PLAT IS FOR YOUR AID IN LOCATING YOUR LAND WITH REFERENCE TO SHEETS AND OTHER PARCELS. WHILE THIS PLAT IS BELIEVED TO BE CORRECT, THE COMPANY ASSUMES NO LIABILITY FOR ANY LOSS OCCURRING BY REASON OF RELIANCE THEREON."

defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to

Borrower any Funds held by Lender.

4. Chargesj Llens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground tents on the Property, if any, and Community Association Dues, Pees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the incider of the iten an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting

service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and træking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Pederal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower falls to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in officet. Borrower schnowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender

to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as

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THIS PLAT IS FOR YOUR AID IN LOCATING YOUR LAND WITH REFERENCE TO SHEETS AND OTHER PARCELS. WHILE THIS PLAT IS BELIEVED TO BE CORRECT, THE COMPANY ASSUMES NO LIABILITY FOR ANY LOSS OCCURRING BY REASON OF RELIANCE THERBON."

mortgaged and/or as an additional loss payed. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. It Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such polloy shall include a standard mortgage clause and shall name Lender as mortgages and/or as an additional loss payes.

In the event of loss, Borrower shall give prompt notice to the insurance earder and Lender, Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disturse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or carnings on such proceeds. Pees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle aby available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender ecquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of uneamed premiums peld by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation; Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such regair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property, Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

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8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process. Borrower or any persons or entitles acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that night significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and scouring and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Institutent; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property Includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, clinunate building or other code violations or dangerous conditions, and have utilities fumed on or off. Although Lender may take action under this Section 9. Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Leader agrees to the merger in writing.

10. Mortgage Insurance, If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Morigage Insurance coverage required by Lender ceases to be available from the morigage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgago Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgago Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a nonrofundable loss reserve in lieu of Mortgago Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender oan no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer sclected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the promiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgago Insurance in effect,

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or to provide a non-refundable loss reserve, until Lender's requirement for Montgage Insurance ends in accordance with any written agreement between Botrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Montgago insurance reimburses Lender (or any earlity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Montgago Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any roinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Morigage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Dorrower will owe for Morigage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has—if any—with respect to the Mortgago Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance preinfums that were uncarned at the time of such cancellation or termination.

11. Assignment of Miscellancous Proceeds; Forfellure, All Miscellaneous Proceeds are hereby

assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbussement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or cambugs on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, If any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if

any, paid to Borrower.

In the event of a partial taking, destruction, or less in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or less in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or less in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking,

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destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial laking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property inunediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured inunediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower falls to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Missellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Missellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impainment of Lender's interest in the Property or rights under this Security Instrument. Borrower can over such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied

in the order provided for in Section 2.

12. Dorrower Not Released Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of antoritzation of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the Hability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of this sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower, Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entitles or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Soveral Liability, Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"); (a) is co-signing this Security Instrument, only to mortgago, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the

co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The coverants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

WASHINGTON—Single Family—Fennie Mee/Freddie Mac Uniform ristrument Form 3048 IAU

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14. Loan Charges, Lender may charge Bonower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower, Londer may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will bo treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Dorrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices, All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mall or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reponling Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until somally received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law, Severability, Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law, Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such allence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument; (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sola discretion without any obligation to take

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any logal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior

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THIS PLAT IS FOR YOUR AID IN LOCATING YOUR LAND WITH REFERENCE TO SHEGTS AND OTHER PARCELS. WHILE THIS PLAT IS BELIEVED TO BE CORRECT, THE COMPANY ASSUMES NO LIABILITY FOR ANY LOSS OCCURRING BY REASON OF RELIANCE THEREON."

written consent, Lender may require inuncollate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower falls to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security

Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to roinstate; or (6) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (o) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, properly inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue tunchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) eash; (b) money order; (c) certified check, bank check, treasurer's check or eashler's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Notes Change of Loan Servicer, Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower, A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or bo joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must clapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall to deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

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21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing aspestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Cleanup."

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or direaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone clso to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any remodal actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS, Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Rorrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the hotice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property at public anction at a date not less than 120 days in the future. The notice shall further inform Borrower of the right to roinstate after acceleration, the right to bring a court action to assort the non-existence of a default or any other defense of Dorrower to acceleration and sale, and any other matters required to be included in the notice by Applicable Law, If the default is not cured on or before the date specified in the notice, Lender at is option, may require immediate payment in full of all sums secured by this Security Instrument without Durher demand and may invoke the power of sale and/or any other remedies permitted by Applicable Law, Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' tees and costs of title evidence.

If Lender invokes the power of sale, Lender shall give written notice to Trustee of the occurrence of an event of default and of Lender's election to cause the Property to be sold. Trustee and Lender shall take such action regarding notice of sale and shall give such notices to Borrower and to other persons as Applicable Law may require. After the time required by Applicable Law and after publication of the notice of sale, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice

WASHINGTON—Single Purelly—Fanole Man/Freddle Mac Uniform instrument

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"THIS PLAT IS FOR YOUR AID IN LOCATING YOUR LAND WITH REFERENCE TO SHEETS AND OTHER PARCELS. WHILE THIS PLAT IS BELIEVED TO BE CORRECT, THE COMPANY ASSUMES NO LIABILITY FOR ANY LOSS OCCURRING BY REASON OF RELIANCE THEREON."

Page 13 of 17

of sale in one or more parcels and in any order Trustes determines. Trustee may posipone sale of the Property for a period or periods permitted by Applicable Law by public announcement at the time and place fixed in the notice of sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facte ovidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following orders (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it or to the clerk of the superior court of the county in which the sale

23. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs and the

Trustee's fee for preparing the reconveyance.

24. Substitute Trustee. In accordance with Applicable Law, Lender may from time to time appoint a successor trustee to any Trustee appointed hereunder who has ceased to act. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by Applicable Law.

25. Use of Property. The property is not used principally for agricultural purposes.

26. Attorneys' Fees, Lender shall be entitled to recover its reasonable attorneys' fees and costs in any action or proceeding to construe or enforce any term of this Security Instrument. The term "attorneys' fees," whenever used in this Security Instrument, shall include without limitation attorneys' fees incurred by Lender in any bankruptoy proceeding or on appeal.

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BY SIGNING BELOW, Borrower accepts and through 16 of this security Instrument and in any Rid	agrees to the terms and covenants contained in pages 1 for executed by Borrower and recorded with it.
Richard A Gildden Borrower	
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- (Scal) Bostower	
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THIS PLAT IS FOR YOUR AID IN LOCATING YOUR LAND WITH REFERENCE TO SHEETS AND OTHER PARCELS, WHILE THIS PLAT IS BELIEVED TO BE CORRECT, THE COMPANY ASSUMES NO LIABILITY FOR ANY LOSS OCCURRING BY REASON OF RELIANCE THEREON."

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State of VYAS County of

On this day personally appeared before me HUMMLA GliddM AND Leticia Creero

, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that he (she or they) signed the same as his (her or their) free and voluntary act and deed, for the uses and purposes therein day of 7

Given under my hand and official scal this

Notary Public In and for the State of

My commission expires:

WASHINGTON—Single Family—Family MacFreddle Mac UNIFORM INSTRUMBRY HEM 15193/16 (0011)-HERS (Page 16 of 16 pages)

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"THIS PLAT IS FOR YOUR AID IN LOCATING YOUR LAND WITH REFERENCE TO SHEETS AND OTHER PARCELS. WHILE THIS PLAT IS BELIEVED TO BE CORRECT, THE COMPANY ASSUMES NO LIABILITY FOR ANY LOSS OCCURRING BY REASON OF RELIANCE THEREON."

20060818001673,017

ORDER NO.: 5230001598

#### **EXHIBIT A**

The land referred to is situated in the County of King, City of Bellevue, State of Washington, and is described as follows:

Lot(s) 1, Block 4, LAKE HILLS NO. 1, according to the plat thereof recorded in Volume 56 of Plats, page(s) 86-88, records of King County, Washington.

SITUATE in the County of King, State of Washington

#### ABBREVIATED LEGAL

Lot(s) 1, Block 4, LAKE HILLS NO. 1

Tax Account No. 403680-0290-02

Page 1 of 1

Case 2:13-cv-00602-RSL Document 9-1 Filed 04/29/13 Page 1 of 4

# EXHIBIT 1 Lucero v. Cenlar FSB, et al. 2:13-cv-00602-RSL

### NOTE

August 16, 2006 [Date]

Bellevue (City)

Washington

1003 159th Place SE Bellevue, WA 98008 [Property Address]

#### BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 391,000.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is Taylor, Bean & Whitaker Mortgage Corp.

I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder,"

#### 2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly 6,2500%. rate of

The Interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

#### 3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the 1st day of each month beginning on October 01, 2006 I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on September 01, 2038 , I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date,"

1 will make my monthly payments at Taylor, Bean & Whitaker Mortgage Corp., 1417 North Magnolla Ave, Ocala, FL 34475

or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments My monthly payment will be in the amount of U.S. \$2,407.45

#### 4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note,

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Propayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

MULTISTATE FIXED RATE NOTE.-Single Family-Family Mack reddle Mac UNIFORM INSTRUMENT ITEM TIBERLY (COSS)

Form 3200 1/01

(Page 1 of 3 pages)



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#### 5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

#### 6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of Fifteen oalendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.0000% of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

(D) No Waiver By Note Holder

Byen if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay intracdiately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. These expenses include, for example, reasonable attorneys' fees.

#### 7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

#### 8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

#### 9. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

#### 10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in

MULTISTATE FIXED RATE NOTE—Single Family—Fanale Marifreddie Mae UNIFORM INSTRUMENT Porm 3200 1401

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this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all soms secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower falls to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

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WITNESS THE HAND(S) AND SEAL(S) OF	THE UNDERS	SIONED	•
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